



Supplementary terms for the supply of IT Services

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

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Cloud-Based Utilities' means the collection of ancillary third-party provided services, including backup, anti-Malware, and Monitoring Services which will be used by Holistic IT in support of the IT Services.
- 1.2 'Configuration' means the configuration of the IT Equipment or component thereof, including hardware, installed software and all associated settings and or parameters.
- 1.3 'Data Centre' means a remote data storage facility.
- 1.4 'Data Security Event' means a cyber incident which affects of the security of the Client's infrastructure resulting in loss or damage, including loss of user-names, passwords, Personal Data; crypto-locking or other Malware-related damage.
- 1.5 'Design Specification' means the specification for any professional service / consultancy deliverables as set out in the Order and agreed by the Client.
- 1.6 'Device' means a tablet or mobile device.
- 1.7 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Holistic IT is unable to provide prior notice of.
- 1.8 'Endpoint' means IT Equipment which functions as a desktop workstation or laptop computer.
- 1.9 'End User' means a user of the IT Equipment.
- 1.10 'IT Equipment' means Servers, Endpoints, network equipment, printers and Software installed at the Client's Site, which is listed on the Order and is to be supported under the terms of this Agreement.
- 1.11 'Hours of Cover' means the hours of cover set out in the Service Schedule.
- 1.12 'IT Services' means the IT support services set out on the Order and described in the Service Schedule.
- 1.13 'Line of Business Applications' means the software which is installed on the IT Equipment and provided by the Client.
- 1.14 'Local Area Network' ('LAN') means the network infrastructure at the Client's Site.
- 1.15 'Monitoring Agent' means Software which is installed on the IT Equipment by Holistic IT which enables system monitoring and performance reporting.
- 1.16 'Monitoring Services' means Holistic IT's server monitoring, desktop monitoring and / or backup monitoring services that remotely monitor the performance of Servers, Endpoints and their operating systems.
- 1.17 'Network Equipment' means network infrastructure equipment including routers, switches (including VoIP switches and switch stacks), firewalls and controllers.
- 1.18 'Penetration Test' means an automatic or manual check of the Client's systems configuration pertaining to cyber security which is performed by Holistic IT.
- 1.19 'Planned Maintenance' means any period of maintenance for which Holistic IT has provided prior notice.
- 1.20 'Server' means IT Equipment which functions as a server.

- 1.21 'Service Desk' means Holistic IT's dedicated team of support specialists.
- 1.22 'Service Package' means the bundle of Service Components which make up the IT Services which the Client subscribes to.
- 1.23 'Response' means Holistic IT's initial acknowledgement of an Incident report.
- 1.24 'Site' means Client's Site at which IT Equipment is located, as set out in the Order.
- 1.25 'Software' means the software which is installed on and is a component of the IT Equipment, as listed on the Order.
- 1.26 'Support Plan' means a named group of Services subscribed to by the Client which is set out on the Order and described in the Service Schedule.

2. TERM

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

3. PROVISION OF SERVICES

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

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

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

4. ACCEPTABLE USE

4.1 The Client agrees to use the IT Equipment in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by Holistic IT from time to time.

4.2 The Client agrees to ensure that the IT Equipment is not used by its End Users to:

- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
- 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
- 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
- 4.2.4 In any manner which in Holistic IT’s reasonable opinion brings Holistic IT’s name into disrepute;
- 4.2.5 Knowingly make available or upload file that contain viruses, Malware or otherwise corrupt data;
- 4.2.6 Falsify true ownership of software or data contained in a file that the Client or End User makes available via IT Equipment;
- 4.2.7 Falsify user information or forge addresses;
- 4.2.8 Act in any way which threatens the security or integrity of the IT Equipment, including the download, intentionally or negligently, of viruses, ransom-ware, Trojan horses or other Malware;
- 4.2.9 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
- 4.2.10 Connect to the IT Equipment insecure equipment or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third-party system;

4.3 The Client acknowledges that it responsible for all data and / or traffic originating from the IT Equipment.

4.4 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and / or once notified of such activity by Holistic IT.

4.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Holistic IT against all third-party claims that arise out of the Client’s breach of this clause 4.

5. THE CLIENT’S OBLIGATIONS

5.1 During the term of this Agreement, the Client shall:

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

6. HOLISTIC IT'S OBLIGATIONS

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

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

7. Clause Intentionally Unused

8. GENERAL

- 8.1 During the term of this Agreement, the Client's suppliers will provide patches and maintenance releases ('Updates') for applying to the Software supported hereunder.

- 8.1.1 Holistic IT shall, at the commencement of this Agreement agree an individual strategy for the application of Updates; and
- 8.1.2 The Client accepts that if it requests that Updates are not applied, there may be a resulting risk to the integrity of the IT Equipment and that Holistic IT shall not be liable for any degradation in integrity resulting from such request; and
- 8.1.3 Holistic IT shall immediately notify Client when Updates have been applied; and
- 8.1.4 The Client shall test its applications once the Update has been applied to ensure it has not impacted their services. If an Update has an adverse effect on the operation of the Software, Holistic IT will where possible remove the Update, in agreement with the Client;
- 8.2 If the Client requires Updates to be applied to Line of Business Applications:
 - 8.2.1 The Client shall be responsible for providing full installation instructions including any configuration details to Holistic IT in advance;
 - 8.2.2 The Client shall be responsible for notifying Holistic IT of the availability of patches and maintenance releases to any Line of Business Applications which Client provides.
 - 8.2.3 Holistic IT shall install Updates to Line of Business Applications in response to specific requests from the Client, subject to fair usage. Holistic IT shall be entitled to charge for the provision of this service, if, in its reasonable opinion, the number of requests made for such by the Client is excessive, the installation is complex and requires excessive work or if the Client requests that such service is to be provided outside of the hours of cover set out in the Order.
- 8.3 Holistic IT may perform any Planned Maintenance that may limit the availability of the Cloud-Based Utilities. Planned Maintenance will be scheduled to minimise disruption to the Client. The Client will be notified at least forty eight hours prior to such Planned Maintenance taking place.
- 8.4 Holistic IT will from time to time issue de-support notices against specific older versions of the installed Software products which form part of the IT Equipment. Such notices will be issued at least ninety days prior to the notice taking effect. During this period, Holistic IT will provide an upgrade path in consultation with the Client.
- 8.5 Holistic IT may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.6 If Holistic IT carries out work in response to an Incident reported by the Client and Holistic IT subsequently determines that such Incident either was not present or was caused by an act or omission of the Client, Holistic IT shall be entitled to charge the Client at the rate set out in the Tariff.
- 8.7 In the event of persistent breach of clause 4.2.8, Holistic IT shall be entitled to:
 - 8.7.1 Charge the Client at its prevailing rate for the removal of Malware and data recovery;
 - 8.7.2 Terminate this Agreement.
- 8.8 If the Client suffers a Data Security Event and subsequently requests assistance from Holistic IT, it is the Client's sole responsibility to ensure that such request for assistance will not breach the terms of any cyber-insurance policy that the Client has in place, prior to requesting assistance from Holistic IT.
- 8.9 If the Client is contacted by Holistic IT and requested to make a change to the Configuration of the IT Equipment, it is the Client's sole responsibility to verify the identity of the requestor prior to carrying out the requested change.
- 8.10 If Holistic IT resets any passwords during the execution of the Services, it shall be the Client's sole responsibility to change such changed passwords and ensure that such changes are compliant with any security policy that may be in effect.
- 8.11 If Holistic IT is to provide technical implementation services, by entering into this Agreement, the Client acknowledges that it accepts the Design Specification provided by Holistic IT in the Order and accepts the contents, designs, proposals and recommendations therein. Holistic IT shall not be liable for:
 - 8.11.1 Any errors subsequently identified in the Design Specification;
 - 8.11.2 Any claims that arise from errors in the Design Specification;

- 8.11.3 Any claims that subsequently arise regarding the suitability for the Client's purpose of any part of the Design Specification or hardware.
- 8.12 The Design Specification and any ideas, techniques, know-how or methodologies developed by Holistic IT during the execution of this Agreement shall be owned by and remain the property of Holistic IT.
- 8.13 If the Client requires additional equipment, software or services from third parties, the provision of such shall be contracted directly between the Client and the third parties and if at the Client's request, Holistic IT arranges the same, it shall be as an agent for the Client and Holistic IT shall have no liability whatsoever in relation to the third-parties' equipment, software or services.
- 8.14 All Goods and Software that is the subject of this Agreement shall be purchased under the terms of separate agreements for the sale of goods or subscription services, as applicable.

9. TERMINATION

In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated by either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or any Additional Term thereafter.

10. CHARGES AND PAYMENT

- 10.1 Invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order. Invoices for any additional Charges (including on-site call-out and hourly Charges, if applicable) will be raised in arrears.
- 10.2 Holistic IT shall commence charging for the IT Services from the RFS Date, regardless of the date on which the Client commences use of the IT Services. If the RFS Date does not correspond with Holistic IT's invoicing period as set out in the Order, Holistic IT shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 Holistic IT shall be entitled to request payment (either in full or in part) prior to delivery of ad-hoc services.
- 10.4 The Client acknowledges that the Charges for the Minimum Term are calculated by Holistic IT in consideration inter alia of the setup costs to be incurred by Holistic IT and the length of the Minimum Term offered.
- 10.5 If, during the Minimum Term or Additional Term of this Agreement the Client requires additional equipment to be added to the Service Schedule of IT Equipment, the Client shall raise a supplementary Order to cover the additional equipment and provided that Holistic IT is able to support such equipment, Holistic IT will confirm that the equipment has been added to the schedule of IT Equipment and advise the Client of the additional Charges payable.
- 10.6 If the Client requests a reduction in the quantity of IT Equipment during either the Minimum Term or any Additional Term:
- 10.6.1 The Client shall provide such request in writing, giving Holistic IT not less than thirty days' notice;
- 10.6.2 Holistic IT shall not unreasonably delay its acceptance of the Client's request;
- 10.6.3 The Charges for the remainder of the Minimum Term will be reduced but not below the greater of 80% of the amount agreed at the Commencement Date and two hundred and fifty Pounds.
- 10.7 Occasionally, Holistic IT may offer the Client a new or enhanced Service Component or replacement Service Component in the event of the existing Service Component being withdrawn by its supplier ('Offer') which may involve a change to the Charges:
- 10.7.1 If the Client accepts the Offer, Holistic IT will deploy the new or enhanced Service Component and alter the Charges to be effective from the date of deployment;

- 10.7.2 If the Client declines the Offer, provided that the reason for Holistic IT making the Offer was not the withdrawal of the Service Component, the Services and Charges will continue without change; however if the Service Component is to be withdrawn, Holistic IT will withdraw the Service Component and alter the Charges accordingly.
- 10.8 The IT Services will be provided by Holistic IT for use by the Client on a fair use basis. If, in the reasonable opinion of Holistic IT, the Client's use of the Services is deemed excessive, Holistic IT and the Client shall discuss Holistic IT's concerns and either agree a plan to reduce the excessive use of the Services or agree additional Charges to cover the cost of the excess use of the Services.
- 10.9 The Client agrees that it shall be liable for termination Charges if this Agreement is terminated by:
- 10.9.1 The Client terminating this Agreement for convenience prior to the end of the Minimum Term or any Additional Term, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term;
- 10.9.2 Holistic IT terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term;
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- 10.10.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;
- 10.10.2 Holistic IT at any time if it can no longer provide the Services or part thereof;
- 10.10.3 The Client by reason of Holistic IT's un-remedied or repeated breach of the terms of this Agreement.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, Holistic IT shall also be entitled to suspend the provision of Services, in whole or part, without notice due to Holistic IT being required by governmental, emergency service, regulatory body or other competent authority to suspend Services.
- 11.2 Whilst Holistic IT's Monitoring Service is intended to proactively identify most system-related Incidents, Holistic IT does not warrant and cannot guarantee that the Monitoring Service will identify all system-related Incidents and shall not be liable for any losses, damages or costs unless such result directly from the negligence of Holistic IT.
- 11.3 Holistic IT shall not be liable for any damage or costs resulting from a failure of an update to anti-Malware software, failure to detect a virus or other Malware or incorrect identification of Malware, unless such failure is caused by the negligence of Holistic IT.
- 11.4 Holistic IT shall not be liable for any damages, costs or Charges arising from damage to, or theft of backup data that is transmitted from the Client's Site to the Data Centre via the Public Internet, nor for any other losses that occur due to reasons beyond its reasonable control.
- 11.5 If a Data Security Event occurs, subject to the provisions of sub-clause 8.7, Holistic IT's responsibilities will be limited to replacing any lost data from the latest backup, the removal of Malware and if necessary, the re-installation of software.
- 11.6 In the event of data loss by the Client (whether caused by a Data Security Event or any other reason), Holistic IT's responsibility shall be limited to restoration of the latest backup of the applicable data.
- 11.7 Holistic IT will not provide warranty management for hardware components of the IT Equipment that are no longer supported by their vendors.
- 11.8 This Agreement does not include:
- 11.8.1 The maintenance or support of any equipment that is not listed on the Order;

- 11.8.2 The repair or replacement of any IT Equipment or part thereof that is not covered by its manufacturer's warranty;
 - 11.8.3 Repair or replacement under manufacturer's warranty of any damaged IT Equipment where such damage is caused by accident, misuse or wear and tear;
 - 11.8.4 The supply of any consumables;
 - 11.8.5 Any form of hosting, save backups;
 - 11.8.6 Any form of training;
 - 11.8.7 Maintenance of structured cabling including cabling, patch panels and wall sockets.
- Holistic IT may at its sole discretion provide any of the excluded services listed in this sub-clause 11.8, and charge for the supply thereof at its prevailing rates.

Service Schedule

Holistic IT offers a number of different Support Plans. Each of the Service Packages offered by Holistic IT is described in this Service Schedule and in addition, each of the Service Components which make up the various Support Plans is described in more detail. The actual Support Plans that are subscribed to by the Client are listed on the Order.

1. Support Plans

This paragraph summarises each of the Support Plans offered by Holistic IT. The individual Service Components listed in each Support Plan are more fully described in paragraph 2.

Holistic IT Silver Support Plan
<ul style="list-style-type: none">• Service On-Boarding• Service Desk remote assistance during the Working Day• PC, Laptop, Mac monitoring 24 x 7 x 365• Server monitoring 24 x 7 x 365• Monitored EDR• Operating system updates and patches• Vulnerability scanning and patching• Internet, network, firewall, Wi-Fi, and switch support• Domain name management• Technical Third Party Liaison

Holistic IT Gold Support Plan
<ul style="list-style-type: none">• Service On-Boarding• Service Desk remote assistance during the Working Day• PC, Laptop, Mac monitoring 24 x 7 x 365• Server monitoring 24 x 7 x 365• Monitored EDR• Operating system updates and patches• Vulnerability scanning and patching• Internet, network, firewall, Wi-Fi, and switch support• Domain name management• Spare IT Equipment storage and asset management• On-site support during the Working Day• Equipment collections• Device full re-build• Technical Third Party Liaison

Holistic IT Platinum Support Plan

- Service On-Boarding
- Service Desk remote assistance during the Working Day
- PC, Laptop, Mac monitoring 24 x 7 x 365
- Server monitoring 24 x 7 x 365
- Monitored EDR
- Operating system updates and patches
- Vulnerability scanning and patching
- Internet, network, firewall, Wi-Fi, and switch support
- Domain name management
- Spare IT Equipment storage and asset management
- On-site support during the Working Day
- Equipment collections
- Device full re-build
- Out of hours remote support
- Technical Third Party Liaison

Holistic IT Microsoft 365 and Azure Portal Support Plan

- Service On-Boarding
- Service Desk remote assistance during the Working Day
- Microsoft 365 and Azure Portal Management and Support

Holistic IT Cloud 5 Pack Remote Support Plan

This Support Plan is available for up to five Endpoints and one Microsoft 365 / Azure company / tenant

- Service On-Boarding
- Service Desk remote assistance during the Working Day
- PC, Laptop, Mac monitoring 24 x 7 x 365
- Server monitoring 24 x 7 x 365
- Monitored EDR
- Operating system updates and patches
- Vulnerability scanning and patching
- Internet, network, Wi-Fi, and switch support
- Domain name management
- Microsoft 365 and Azure Portal Management and Support
- Holistic IT Cloud Backup for Microsoft 365
- Advanced email security
- Microsoft 365 Business Standard subscription (subject to Holistic IT's Supplementary Terms for the supply of subscription services)

2. Service Component Description

2.1 Service On-Boarding

At the commencement of the Agreement, Holistic IT will On-Board the Client's IT Equipment as described below. Any remedial work that is identified will be chargeable at Holistic IT's prevailing rate. Each time a new item of IT Equipment is added by the Client, such IT Equipment will be On-Boarded using the same process as below and the Client will be charged as set out on the Order.

- 2.1.1 Holistic IT will, as part of the On-Boarding process produce documentation of the Client's configuration and how the supplied Services are to be configured ('Agreed Configuration Document'), for example, backup schedules, retention times (if not set out herein), DR plans.
- 2.1.2 Holistic IT will review and where necessary make appropriate changes to the IT Equipment's configurations to ensure that the Services detailed in this Service Schedule can be delivered effectively. This will include but is not limited to the configuration of Microsoft Windows event logs, Microsoft Windows, Exchange and SQL Server services, anti-virus software and backup software.
- 2.1.3 Holistic IT will make recommendations about the data that is included or excluded as part of the Client's backup configuration, and agree and document the backup configuration.
- 2.1.4 Holistic IT will agree with the Client a number of standard procedures that Holistic IT will follow when receiving requests from the Client for adding, removing or changing access to the Client's network. This will include but is not limited to creating, deleting, or amending user accounts, security permissions, and folders and shares.
- 2.1.5 Holistic IT will inform the Client if Holistic IT is unable to configure any components of the IT Equipment to provide the necessary alerting and will agree a suitable alternative with the Client.
- 2.1.6 Holistic IT will document the Client's IT infrastructure, identify the roles of each component of the infrastructure and upon request provide the Client with a copy of the documentation.
- 2.1.7 In the event that Holistic IT is required to carry out remedial work to bring any item of the IT Equipment to the required standard prior to being able to provide support, Holistic IT shall be entitled to charge the Client at its prevailing rate for such work.

2.2 Service Desk

Subject to fair usage, there are no restrictions on the number of Incidents that the Client can raise with Holistic IT's Service Desk. The Service Desk provides remote (hands-off) support and assistance in the use of the IT Equipment, including the following:

- Management of the prompt resolution of Incidents within the IT Equipment that are identified by the Client
- Provision of help and guidance in the use and configuration of the IT Equipment
- Remote access to the IT Equipment to facilitate Incident resolution if possible and appropriate
- Escalation management if required in the event of protracted Incident resolution
- Management of Change Requests
- Third-party escalations and management

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

2.2.2 The Client can make requests for assistance by one of the following methods:

- By using the supplied Service Desk app
- By Telephone to Holistic IT's Service Desk – 01302 23 50 52
- By Email to Holistic IT's Service Desk – service.desk@holistic.it

2.3 Monitoring Service – Servers

Holistic IT will install its Monitoring Agents on Servers to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert Holistic IT to any detected malfunctions or potential malfunctions ('Alerts'). The Monitoring Agents will monitor Server performance 24/7. Holistic IT shall respond to the Alerts during the Hours of Cover in a manner that is appropriate to the severity of the Alert, whilst aiming to minimise disruption to the availability of the

Servers. Monitoring shall be restricted to Servers that have the Monitoring Agent installed and have a connection to the Public Internet. Holistic IT shall:

- Monitor processor, memory and hard disk usage and performance of all Servers to help to prevent system downtime or performance degradation
- Monitor the critical services that are necessary to help to maintain the effective performance of the Servers' operating system(s)
- Monitor the Windows Event Logs against Holistic IT's current list of monitored events (including those which indicate a pending or current hardware failure) to help to prevent system downtime or performance degradation
- Diagnose and remediate Incidents
- Monitor and manage Exchange Server instances, including:
 - Trouble-shooting and performance / Incident diagnosis and remediation
 - Periodic health checks and remediation / recommendations for improvements
 - Mailbox defragmentation
 - Configuration of recipient updates policies for multiple domains
 - Outlook Web Access and Outlook Anywhere access control configuration
- Monitor and manage SQL Server instances
- Monitor and manage Remote Desktop Access, which includes:
 - Trouble-shooting and Incident diagnosis and remediation

2.4 Monitoring Service – Endpoints

Holistic IT will install its Monitoring Agents on Endpoints to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert Holistic IT to any detected malfunctions or potential malfunctions. The Monitoring Agents will monitor Endpoint performance 24/7. Holistic IT shall respond to the Alerts during the Hours of Cover in a manner that is appropriate to the severity of the Alert, whilst aiming to minimise disruption to the availability of the Endpoints. Monitoring shall be restricted to Endpoints that have the Monitoring Agent installed and have a connection to the Public Internet. Holistic IT shall:

- Monitor processor, memory and hard disk usage and performance of all Endpoints to help to prevent system downtime or performance degradation
- Monitor the critical services that are necessary to help to maintain the effective performance of the Endpoint's operating system(s)
- Monitor the Windows Event Logs against Holistic IT's current list of monitored events (including those which indicate a pending or current hardware failure) to help to prevent system downtime or performance degradation
- Diagnose and remediate Incidents

2.5 Endpoint Detection and Response

Holistic IT's Managed Next Generation Anti-Malware Service provides Endpoint monitoring and threat detection to identify active threats and remediate attacks, during Helpdesk Hours of Cover. Using advanced artificial intelligence and machine learning, Holistic IT will attempt to identify and halt the most sophisticated attacks, minimising harm and reducing risk to the Client's Endpoints. In more extreme cases such as ransomware, Holistic IT will if appropriate attempt to roll back to restore system and data access.

The service includes containment and remediation elements, thus the Client should ensure that this service does not conflict with the provisions of any cyber-insurance policy that is held by the Client prior to subscribing to this service.

2.6 Security Patching

Holistic IT's Server and Endpoint operating system Updates and security patching service includes:

- Critical operating system security Updates – Holistic IT will manage and apply critical security patches for supported operating systems. Critical security patches include updates necessary to address vulnerabilities identified as posing a significant risk to the security and integrity of Client's systems
- Non-critical patches and feature updates – Holistic IT will apply operating system feature updates and non-critical patches on a periodic basis in order to minimise disruption to existing third-party applications

Application of the patches and any required system re-boots will be carried out during the Working Day or as otherwise agreed.

2.7 Security Assessment and Vulnerability Management

Holistic IT's Security and Vulnerability Management service provides a number of services:

- Asset Discovery
Asset discovery uses several protocols to discover and probe network assets, and by leveraging several sources of ongoing vulnerability information, helps to detect vulnerabilities in the Client's Devices.
- Active Directory Assessment
Active Directory assessments help to identify mis-configurations, weak policies and privileged user access.
- External IP Scans
External IP scans help detect open ports, protocols, and named vulnerabilities in public-facing network equipment such as web servers and firewalls.
- Application Patching
Application Patching remediates vulnerabilities associated with un-patched software by patching third-party Windows applications. This reduces risk exposure and helps safeguard the Client's IT Infrastructure. The Security Assessment and Vulnerability Management service tracks a large number of applications and Holistic IT will as necessary patch any of the Client's applications that are tracked by the service.

2.8 Network Support - Internet, network, firewall, Wi-Fi, and switch support

Network Support services are typically provided to Clients who are already in possession of manufacturer-supported network equipment including firewalls, switches, wireless access points and routers. Under its Silver, Gold and Platinum Support Plans, Holistic IT will support one of each firewall / router, switch and Wi-Fi access point. If the Client requires support for additional network hardware, such will be provided subject to additional Charges. Network Support services include:

- Remote support provided during the hours of cover set out in paragraph 2.2
- Network trouble-shooting and performance / fault diagnosis and remediation
- Installation of manufacturer's Firmware updates
- On-Site support if the Client is subscribed to a Gold or Platinum Support Plan

2.9 Domain Name Services

Holistic IT will provide the following Domain Name Services:

- Advice on the configuration of the Client's Domain Name records

- Configuration changes to the Client's Domain Name records, either at the request of the Client or to facilitate other services provided by Holistic IT
- On the request from the Client and subject to charging at Holistic IT's prevailing rate, transfer of the Domain Name records to Holistic IT's Domain Name Server

2.10 Spare IT Equipment Storage and Asset Management

For Gold and Platinum Support Plans, Holistic IT will store surplus IT Equipment on behalf of the Client and manage the inventory. On request from the Client for the supply of IT Equipment (typically for new End Users), Holistic IT will either provide IT Equipment from its inventory, or if the requested IT Equipment is of a greater specification than anything in the inventory, Holistic IT will advise the purchase of new IT Equipment.

2.11 On-Site Support

In the first instance, Holistic IT will endeavour to resolve Incidents remotely. However, if Holistic IT determines that an on-site visit is either necessary or is the most efficient manner to resolve an Incident, it will dispatch an engineer to the Client's Site, subject to the following:

- Holistic IT will not unreasonably delay the dispatch of an engineer to the Client's Site
- On-Site visits will be made during the Working Day
- For all Support Plans, On-Site support outside the Working Day will be charged at Holistic IT's prevailing hourly rate
- For Silver Support Plans, Holistic IT will charge the Client for at its prevailing hourly rate for on-Site support
- Except for on-site support outside the Working Day, for Gold and Platinum Support Plans there will be no additional hourly Charges and subject to fair usage, there are no restrictions on the number of on-Site visits that Holistic IT will make to support the IT Equipment if it is not possible to resolve an Incident remotely

2.12 Equipment Collection

Holistic IT will collect IT Equipment as follows:

- Collection from local/agreed Office for Gold & Platinum Support Plans
- Drop off at local Holistic IT office, or optional collection from local/agreed Client site chargeable at prevailing rate for Silver Support Plans

2.13 IT Equipment Full Rebuild

Holistic IT will rebuild a device in scenarios including un-attributed slowness, major virus infection and major operating system faults however rebuilds are not guaranteed to resolve problems. The service includes:

2.13.1 Specification and fault checking:

- Assess if IT Equipment meets minimum requirements
- Perform upgrades/repairs if required (chargeable, subject to quotation)

2.13.2 Operating system re-installation:

- Setup to Agreed Configuration
- Operating system and security settings, deployment of support and security tools, and application cleanups and installations
- If applicable, join to Entra ID / Active Directory

2.13.3 IT Equipment handover either at Site by engineer or remotely, including:

- Connection to network and internet

- Setup email and file access
- Ensure needed applications are in place

2.14 Extended Service Desk Hours

For Platinum Support Plans Holistic IT will extend the hours of cover for the Service Desk to 24 x 7 x 365. This service will be provided to individual named End Users only and excludes On-Site Support. Any Incidents that are being worked on at the end of a Working Day may, at Holistic IT's discretion, be passed on to the Extended Service Desk team. Any Incidents that Holistic IT is unable to resolve outside of the standard Service Desk Hours of Cover will be investigated during the immediately following Working Day.

2.15 Technical Third-Party Liaison

Provided that the Client has in place the appropriate manufacturer's warranty or vendor's support contract, Holistic IT will:

- Liaise with the Client's third-party service suppliers including providers of software, hardware and telecoms services if such suppliers require changes to be made to the configuration of the IT Equipment to investigate or resolve issues with the third-party software or services.
- On behalf of the Client manage any warranty claims for malfunctioning IT Equipment that has been provided by Holistic IT and is covered by the manufacturer's warranty. Such management may include Holistic IT carrying out engineering activities on behalf of the manufacturer, and additional Charges may be incurred, for example, for Site visits and the returning of IT Equipment.

2.16 Holistic IT Microsoft 365 and Azure Portal Management and Support

Holistic IT's Microsoft 365 and Azure Portal Management and Support covers common user-based features within Microsoft's Cloud platform and includes:

2.16.1 Microsoft 365 and Azure subscription and licence management (subject to the terms of a Subscription Services Agreement).

2.16.2 Holistic IT will provide event monitoring of Microsoft 365 and Entra ID logs and services. The service correlates user events, generates alerts and tracks changes of key data providing better data visibility and insights. By proactively tracking key security events Holistic IT can mitigate risks and identify potential Incidents before they become bigger problems.

2.16.3 Exchange Online management.

2.16.4 SharePoint and OneDrive management.

2.16.5 Teams management.

2.16.6 Monitor and suggest actions to maintain an optimal Microsoft Secure Score.

2.16.7 Perform eDiscovery User data search (Data Subject Access Requests) via the portal.

2.16.8 Configure (after initial scoping and professional services), Enable and Maintain settings including:

- Retention policies, Labels and Retention Actions, covering for Exchange, Sharepoint Sites, OneDrive, M365 Groups and Microsoft Teams

2.16.9 Entra ID - Windows systems and End User management:

- Adds, changes and removes
- Microsoft user Multi-factor Authentication (2FA/MFA)
- BitLocker
- Conditional Access (subject to costed project for initial setup and configuration)
- Intune Management (subject to costed project for initial setup and configuration)

3. Optional Services

Optional Services will be provided in addition to a Standard Service Plan if set out on the Order

3.1 Holistic IT Zero Trust Endpoint Security

Holistic IT's Zero Trust Endpoint Security service provides a suite of services that are designed to mitigate risk of cyber attack to the Client's IT Infrastructure.

3.1.1 By defining how applications can interact with each other, and by controlling what resources applications can access, such as networks, files, and registries, Holistic IT Zero Trust Endpoint Security helps to prevent file-less Malware and software exploits, including:

- Protecting data from malicious behaviour
- Preventing file-less Malware and limit damage from application exploits
- Defining how applications integrate with other applications
- Preventing applications from interacting with other applications, network resources, registry keys, and files
- Preventing applications from interacting with built-in tools such as PowerShell, Command Prompt and RunDLL
- Preventing built-in tools from accessing file shares

3.1.2 Application allow-listing has long been considered the gold standard in protecting businesses from known and unknown executables. Unlike antivirus, application allow-listing provides control over which software, scripts, executables, and libraries can run on the Client's IT Infrastructure. This approach not only stops malicious software, but it also stops other unpermitted applications from running and therefore mitigates cyber threats.

3.1.3 Storage protection provides an advanced storage control solution that protects information by enabling the Client to control the flow and access of data. The Client can choose what data can be accessed, or copied, and the applications, users, and Devices that can access the data. Storage control allows the Client to:

- Choose how data is accessed
- Visualise a full audit of all file access on USB, Network, and Local Hard Drives
- Restrict or deny access to external storage, including USB drives, network shares, or other devices
- Approve for a limited amount of time or permanently
- Restrict access to specific file types
- Limit access to a Device or file share based on the application
- Enforce or audit the encryption status of USB hard drives and other external storage

3.1.4 Elevation control enables End Users to run selected applications as a local admin and remove local admin permissions without stopping productivity. Elevation control provides an additional layer of security by giving IT administrators the power to remove local admin privileges from their End Users, whilst allowing them to run individual applications as an administrator. Key Capabilities of Elevation control include:

- Providing complete visibility of administrative rights
- Providing the ability to approve or deny an End User's administrator access to specific applications within an organization even if the End User is not a local administrator
- End Users can request permission to elevate applications and add notes to support their requests
- Allows setting durations for how long End Users are allowed access to specific applications by granting either temporary or permanent access

3.2 Holistic IT DNS Network and Endpoint Security

Utilising advanced DNS filtering technology, Holistic IT's service ensures that the Client's Devices are protected both on and off the corporate network against various online threats, including Malware, ransomware, phishing attacks, and botnets. DNS Network and Endpoint Security actively blocks access to malicious websites and domains, preventing End Users from inadvertently visiting harmful sites or falling victim to phishing attempts. This helps safeguard the Client's network and sensitive data from cyber threats.

Holistic IT provides customisable content filtering policies, allowing the Client to control access to specific categories of websites based on the Client's needs and compliance requirements. The service ensures optimal performance and reliability by utilising a global network of servers strategically located to minimise latency and maximise uptime which helps improve the overall browsing experience for End Users while ensuring that DNS requests are processed quickly and efficiently. Detailed reporting and analytics features allow the Client to gain insights into its internet usage and security posture and to monitor DNS activity, track blocked requests and identify trends in web traffic to better understand and address potential security risks.

3.3 Holistic IT Advanced Email Threat Protection

Holistic IT's Advanced Email Threat Protection service provides multilayered filtering that permits legitimate email while blocking malicious threats such as phishing, impersonation, Malware, ransomware, and spam-type messages. Email is routed via the service for filtering before delivering filtered email back to the End User's inbox.

A user self-service web portal is provided for quick and easy management, along with a daily email digest which details emails that have been blocked and provides quick release for any false positives.

3.4 Holistic IT Managed DMARC

Holistic IT's Managed DMARC service improves deliverability of legitimate emails and offers protection against impersonation of the Client's domain and brand in the following areas: email spoofing, phishing, and other email-based cyber threats. This is achieved by implementing and maintaining domain-based message authentication, reporting, and conformance ('DMARC') policies. Using this service, the Client can enhance email security, protect their brand reputation, and achieve regulatory compliance.

Features include:

3.4.1 DMARC deployment and configuration, Holistic IT will:

- Assist in the deployment and configuration of DMARC policies tailored to the Client's needs
- Develop customised DMARC policies which will enforce email authentication protocols such as Sender Policy Framework ('SPF') and Domain Keys Identified Mail ('DKIM').

3.4.2 Ongoing Monitoring and Analysis, Holistic IT will provide:

- Continuous monitoring of DMARC reports to identify any anomalies or suspicious activities
- Analysis of DMARC data to refine policies and enhance email authentication effectiveness over time

3.4.3 Email Authentication Management. Holistic IT will provide:

- Management of SPF and DKIM records to ensure proper authentication of legitimate emails and mitigate unauthorized senders
- Assistance in resolving authentication failures and optimising email delivery

3.4.4 Comprehensive Reporting, Holistic IT will provide:

- Regular reports detailing DMARC deployment status, email authentication performance and threat mitigation efforts

- Actionable insights and recommendations to improve email security posture and compliance

3.4.5 Policy Enforcement and Compliance, Holistic IT will ensure:

- Enforcement of DMARC policies to block or quarantine unauthorised emails, reducing the risk of domain impersonation and fraud
- Alignment with industry standards and regulations including GDPR and PCI-DSS to provide compliance with data protection requirements

3.5 Holistic IT Mobile Device Management

Holistic IT's Mobile Device Management service offers additional features and benefits for the administration and maintenance of the Client's devices, including virtual machines, physical computers, mobile devices, and IoT devices. Device management is a critical component of the Client's security strategy: It helps ensure that devices are secure, up-to-date, and compliant with the Client's policies, with the goal of protecting the Client's network and data from unauthorised access.

Features include:

- Provides a toolset to manage devices, including the ability to deploy and update software, configure settings, enforce policies, and monitor with data and reports
- Enables administration and management of virtual and physical devices, regardless of their physical location
- Enables maintenance of a network of devices running common operating systems, including Windows, macOS, iOS/iPadOS, Linux, and Android
- Automates policy management and deployment for apps, device features, security, and compliance
- Optimises device features for business use
- Provides a single point of management for Devices, including the ability to manage devices from a central console
- Secures and protects data on Devices, including safeguards and measures to prevent unauthorised access

3.6 Holistic IT Email Signature Management

Holistic IT will provide access to a centralised email signature management service for Microsoft 365/Exchange Online subscribers. The service is intuitive to use and guarantees consistency and accuracy of email signature information. The service delivers:

3.6.1 The addition of a full, dynamic, professional email signature to every email sent from any item of the IT Equipment that sends via Microsoft 365/Exchange Online.

3.6.2 A management console which the Client can use to customise email signature layout, including:

- The layout of the signature
- Disclaimer messages
- Promotional banners
- Social media icons
- Photographs of End Users

3.6.3 Any design work requested by the Client will be charged at Holistic IT's prevailing professional services rates.

3.7 Holistic IT Password Manager

Holistic IT's Password Manager saves End Users time whilst increasing the Client's security by eliminating the need to reset, reuse and remember passwords or storing passwords insecurely. The

service enables the End User to create strong, unique random passwords for websites and applications that they access. Password information is stored in a private, encrypted, secure password vault which can be used to automatically fill in the appropriate fields in applications and websites. The password vault, with a responsive and intuitive user interface, is available to End Users as a browser plug-in and mobile app across Windows, Mac, iOS and Android.

Features include:

- An encrypted vault for each End User, with folder and sub-folder functionality
- The ability to create shared team folders and passwords
- Access from unlimited devices
- Multi-Factor Authentication
- Single Sign-On authentication and Microsoft 365 Integration

3.8 Holistic IT Identity Management

Holistic IT's Identity Management service provides a cloud-based, centrally managed End User account solution for securely connecting users to Devices, Servers, Endpoints, networks, apps and files, regardless of location and using a single account per End User. The Identity Management service becomes the Client's authoritative directory.

- Multi-Factor Authentication ('MFA') and Single Sign-On ('SSO') compatible
- User and resource activity reporting

3.9 Holistic IT Apple Mac Microsoft Account Single Sign-On

Holistic IT's Apple Mac Microsoft Account SSO service brings together Microsoft's Entra ID and Apple Macs, enabling unified authentication. End Users can sign into and access their Mac devices using their Entra ID credentials, promoting consistency and ease of use across a diverse IT ecosystem.

Features include:

- The service ensures that only authorised personnel can access Mac devices, reducing the risk of unauthorized entry and safeguarding sensitive data
- Synchronisation of passwords between Entra ID and Mac devices, eliminating the need for End Users to remember multiple passwords and reducing the risk of security breaches
- Entra ID multi-factor authentication, adding an additional layer of protection to user logins and safeguarding against unauthorized access attempts
- Tailored user experience to align with the Client's branding and a customisable login screen and message

3.10 Holistic IT Security Awareness Training

Security Awareness Training includes a number of services which are targeted at increasing End User's awareness of cyber security threats and how to mitigate them. Security Awareness Training is a recurring service under which Holistic IT will provide:

- Access to a wide range of cyber training materials for all End Users, with automated training campaigns and scheduled email reminders
- Fully automated, configurable simulated phishing attacks, with reporting of results
- 'Virtual Risk Officer' which provides risk scores which can be reported by End User, groups of End Users or the whole organisation

3.11 Holistic IT Penetration Testing Service

Holistic IT's expert team employs cutting-edge techniques and tools to thoroughly assess the security posture of the Client's external facing elements of the Client's IT infrastructure, and will identify vulnerabilities and potential entry points for malicious actors.

Holistic IT will provide its Penetration Testing Service as either a one-time engagement or as a regular ongoing service. With regular testing intervals, Holistic IT can help to ensure that the Client's defences remain robust and up-to-date in the ever-evolving landscape of cyber-security threats. The service includes detailed reports and actionable recommendations to help the Client prioritize and address security gaps effectively.

Holistic IT's Automated Penetration Testing Service is an automated IT infrastructure penetration testing service that runs similar tests to those provided in the one-time Penetration Test. This includes technical tasks such as host discovery, service enumeration, vulnerability analysis, exploitation, post-exploitation, privilege escalation and lateral movement. As with manual testing, the results provide a snapshot of the Client's IT security profile and any vulnerability together with reporting and relevant remediation advice.

4. Stand Alone Services

The following services are offered by Holistic IT and can be provided either as one or more optional services to a Support Plan or as stand-alone services without an underlying Support Plan.

4.1 Holistic IT Advanced Network Monitoring

Advanced Network Monitoring provides a suite of services including monitoring, fault identification, discovery, traffic insights and configuration backup. A Monitoring Agent will be remotely installed by Holistic IT onto a Servers or Endpoint that will be operational 24 x 7, which will monitor all compatible Servers, Endpoints and Network Equipment. The service provides the following:

4.1.1 Network visibility and documentation:

- Discovery and mapping – Helping the Client to understand what is connected to the network and how it's connected
- Map of Network Locations – Helping the Client to visualise the performance and availability of the entire network
- Inventory and documentation – Provides details for every compatible device on the network

4.1.2 Network mapping and navigation:

- Alert Overlay – All active alerts visualised the network map
- Connection Details – Provides information how each device is connected
- Device Details – Provides access to device details

4.1.3 Network Monitoring

- Alerts and Notifications – Pre-configured and customisable alerts
- Central logging – Which may be used for root cause analysis of network issues
- VPN Monitoring – Identifies VPN capacity issues
- Internet Connection Check – identifies Public Internet connection issues

4.1.4 Network Configuration Backup Software

- Configuration Backups – Retain earlier configurations as required
- Configuration Comparison – Assists the Client to in resolving configuration issues

4.1.5 The service is provided subject to the following limitations:

- Remediation of issues, whether related to Server, Endpoint or Network Equipment (unless the Client also subscribes to a relevant Support Plan)
- Some elements of the Servers, Endpoints and Network Equipment may require reconfiguration to render them compatible with the service. Work required and carried out by Holistic IT will be charged at Holistic IT's prevailing rate
- The service is charged based on the number of items of Network Equipment that the service discovers in any month; however charging is subject to a minimum of twenty items of Network Equipment and if less than twenty items are discovered, the minimum Charge will apply
- Installation and configuration of the service will be carried out during the Working Day

4.1.6 If the Client does not have a Server or Endpoint that is suitable for installation of the Monitoring Agent, Holistic IT will, at the Client's request, rent suitable hardware to the Client.

4.2 Holistic IT Firewall Services

A firewall creates a barrier between the Client's network and the Public Internet, limiting and where possible preventing access to the Client's systems by intruders and helping to prevent the unintentional downloading of viruses, Malware, Trojans, worms, and spyware, as well as preventing End Users from browsing selected websites.

Holistic IT's Firewall Services provides two levels of service:

- Bespoke Support for Client-owned firewall equipment ('Bespoke Firewall Services')
- Holistic IT Firewall as a Service ('FWaaS')

4.2.1 Holistic will provide all of the services in this sub-paragraph under FWaaS and the services in this sub-paragraph under Bespoke Firewall Services that are set out on the Order:

- Remote support and configuration, provided during the hours of cover set out in paragraph 2.2
- Firmware updates as made available by the equipment manufacturer
- Troubleshooting and fault diagnosis
- Periodic inspection / maintenance
- On-site support
- Security logging of traffic*
- Web content filters and application control*
- Gateway antivirus/anti-Malware*
- Intrusion detection and protection*
- Botnet detection*
- Managed mobile VPN Access with SSL*
- Reputation enabled defence*

4.2.2 Holistic will provide all of the services in this sub-paragraph under FWaaS:

- Hardware rental
- Appliance licensing
- End of life hardware replacement
- Scalable with business requirements

*Available features are dependent on the specification of the supplied firewall.

4.3 Holistic IT Network Services

Holistic IT's Network Services provides two levels of service:

- Bespoke Support for Client-owned network equipment ('Bespoke Network Services')
- Network as a Service ('NaaS')

4.3.1 Holistic will provide all of the services in this sub-paragraph under NaaS and the services in this sub-paragraph under Bespoke Network Services that are set out on the Order:

- Remote support and configuration, provided during the hours of cover set out in paragraph 2.2
- Troubleshooting and fault diagnosis
- Firmware updates as made available by the equipment manufacturer
- Performance diagnosis and remediation*
- Network monitoring, including wireless access point and switch connections
- Performance optimisations
- Periodic inspection / maintenance
- On-site support
- Guest Access Controls/Portal for Wi-Fi Devices**

4.3.2 Holistic will provide all of the services in this sub-paragraph under NaaS:

- Hardware rental
- Appliance / feature licensing
- End of life hardware replacement
- Scalable with business requirements

* Available to Clients for whom Holistic IT has carried out a (chargeable) site survey

** Available features are dependent on the specification of the supplied hardware

4.4 Holistic IT Cloud Backup for Microsoft 365

4.4.1 Holistic IT will perform a daily backup of the Client's Microsoft 365 tenant and store the backup elsewhere in the cloud.

- Daily backup data includes: OneDrive, Exchange, SharePoint and Teams data
- The service is fully managed by Holistic IT
- Holistic IT will be alerted if any attempted backup fails

4.4.2 Backup data will be consolidated according to the following retention schedule:

- Daily backups are retained for 90 days per user
- After 90 days, the system saves one weekly backup per user
- Backup data will be retained for a period of 12 months

4.4.3 In response to specific requests from the Client, and subject to fair use, Holistic IT will restore data from backups:

- Recovery will be attempted from the available recovery points, but recoverability on specific recovery points may not always be available
- The integrity of the backup container file is checked automatically by the service, however Holistic IT cannot guarantee that the files, directories and/or block level items within the container will operate when recovered as required
- Recovery will be carried out during the Working Day

4.4.4 Recovery testing is available on request and is chargeable at Holistic IT's prevailing rate.

4.4.5 The service is charged per Microsoft 365 user, either active or archived. Holistic IT will continue to back up archived users until requested to delete the archived data. An active user

will become an archived user when Holistic IT is requested to remove an active Microsoft 365 licence.

4.5 Holistic IT Backup for Desktop and Servers

4.5.1 This section describes various options (for example, schedule, retention time, backup location) that are available to the Client. The options will be agreed during the On-Boarding process and documented in the Agreed Configuration Document.

4.5.2 Holistic IT will perform scheduled backups of the Client's Endpoints and Servers and store the backup in one or more locations:

- Holistic IT's Data Centre
- Local backup appliance either provided by the Client or Holistic IT
- Local backup appliance and Holistic IT's Data Centre
- Client's Data Centre

4.5.3 The service can be:

- Fully managed by Holistic IT
- Co-managed between the Client and Holistic IT

4.5.4 Holistic IT will be alerted if any attempted backup fails.

4.5.5 Backup data will be consolidated according to the agreed retention schedule.

4.5.6 In response to specific requests from the Client, and subject to fair use, Holistic IT will restore data from backups:

- Recovery will be attempted from the available recovery points, but recoverability on specific recovery points may not always be available
- Recovery options include image, folder and file level

4.5.7 Limitations:

- The integrity of the backup container file is checked automatically by the service, however Holistic IT cannot guarantee that the files, directories and/or block level items within the container will operate when recovered as required
- Recovery will be carried out during the Working Day

4.5.8 Recovery testing is available on request and is chargeable at Holistic IT's prevailing rate.

4.5.9 This service will be charged as set out on the Order.

4.6 Holistic IT Backup and Disaster Recovery Service

Holistic IT's Disaster Recovery ('DR') service provides remote Servers and a Virtual Private Network ('VPN'), located in Holistic IT's Data Centre. Replication of the Client's Server(s) is in Active-Passive mode which means that Servers are replicated to the Data Centre in an idle state. When required the replicated Server(s) can be booted and run in the Data Centre, with minimal data loss. Resources are consumed in the Data Centre only when replicated Servers are running.

The options will be agreed during the On-Boarding process and documented in the Agreed Configuration Document. The various options include systems to be replicated, testing plan, actions and responsibilities for DR invocation, Recovery Point Objectives ('RPO') and Recovery Time Objectives ('RTO') that are available to the Client.

4.6.1 The service can be:

- Fully managed by Holistic IT
- Co-managed between the Client and Holistic IT

4.6.2 Holistic IT shall:

- Replicate system images at Holistic IT's Data Centre, based on the RPO

- On a monthly basis manually test servers to ensure they will operate when recovered as required or allow the Client to test, as per the testing plan
- In the event that DR is invoked, Holistic IT will spin up DR servers on its platform (and route the Client's Server traffic to the Client's VPN within Holistic IT's cloud infrastructure)

4.6.3 Failback

- Holistic IT will provide failback services during the Working Day, where failback is to the original system with the original data intact and where it is possible to re-sync back the changes since invoking DR.
- Alternatively, failback services can be provided subject to a scope of work and additional Charges where failback is to a re-built system (same hardware and hypervisor), new hardware (new hardware and same hypervisor) or new system (new hardware and new hypervisor or new cloud host)

4.6.4 Limitations

- The Client will be notified of any limitation on the period of availability of the DR Server following DR invocation during the On-Boarding process
- The Client must confirm that its software licences allow operation in a DR invocation scenario and are not bound to specific hardware

4.6.5 Additional recovery testing is available on request, chargeable at Holistic IT's prevailing rate.

4.6.6 This service will be charged as set out on the Order, and in addition, Charges for compute resource used during any period of DR invocation or DR testing, will be charged at Holistic IT's prevailing rate.

4.7 Professional Services – Consultancy Services

Holistic IT will provide consultancy services as a discrete Assignment, according to the Order. Consultancy services may include any of the following:

4.7.1 Technical Consultancy

Technical consultancy may include technical advice, assisting with road-mapping the Client's IT strategy, advising on current landscape and technology changes and understanding the Client's business requirements to determine recommendations and changes where appropriate. The scope of the technical consultancy and deliverables, typically a report, will be set out on the Order.

4.7.2 IT Support Consultancy

IT Support Consultancy provides IT support to Clients who do not subscribe to a Support Plan but make ad hoc requests for IT support services. The service will be provided on a time and materials basis, charged at Holistic IT's prevailing rate. The service shall be provided subject to the following limitations:

- The service will not be subject to the Service Level Agreement set out in paragraph 6
- The service shall be limited to the investigation and attempted resolution of Incidents and configuration of the IT Equipment
- If requested by the Client, On-Site support and support outside of the Working Day will be provided and charged at Holistic IT's prevailing rates for such activities

4.7.3 Solution Design Services

Solution design services include assessment of the Client's requirement and the design of a solution, including as appropriate, server architecture, software, configuration and local and

wide area network infrastructure. The solution will be documented in a Design Specification which may form part of an order for implementation services that may be delivered as further described in these Supplementary Terms, under the terms of the new order. The scope of the design services and deliverables, typically a Design Specification, will be set out on the Order.

4.7.4 Site Surveys

Site surveys will be provided as set out on the Order as required to support either design or implementation services, as required. Further site surveys may be provided resulting from agreed Change Requests.

4.7.5 Business Solutions Consultancy

Holistic IT will provide business consultancy as set out and fully described on the Order.

4.7.6 Security Consultancy

Holistic IT will provide security consultancy as set out and fully described on the Order.

4.7.7 Project Management

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

4.7.8 Training

Holistic IT will provide technical and end user training to the Client's nominated staff. Training will be delivered either in an online format or by experienced staff with a deep understanding of the subject matter. The number of staff to be trained, the subject matter and scope of the training, if appropriate details of any testing and / or accreditation and the location at which the training is to be provided will be set out on the Order.

4.8 Professional Services – Technical Implementation Services

Holistic IT will provide technical implementation services as a discrete Assignment, according to the Order. Implementation services may include any of the following:

4.8.1 Procurement and Supply of Hardware and Software

As set out on the Order, Holistic IT will procure Hardware and Software from its suppliers, if required stage the Hardware and deliver it to the Client's Site.

4.8.2 Installation of Hardware and Software

Holistic IT will install Hardware and Software at the Client's Site, as per the Order, either using its own staff or sub-contractors as appropriate, on the dates specified in the Order or otherwise agreed.

4.8.3 Hardware Configuration

Where installed Hardware and Software requires configuration, Holistic IT will configure the Hardware and Software as per the Order.

4.8.4 Commissioning and Testing

Prior to handover to the Client, Holistic IT shall test the full installation, address any non-conformity and ensure that the installed Hardware and Software is performing to the standards set out in the Order. Holistic IT will furnish the Client with copies of all test results.

4.8.5 Acceptance Testing and Acceptance

The Client shall be responsible for carrying out its own acceptance testing / acceptance testing against the acceptance criteria set out in the Order. The Client shall, within 30 days of handover, either sign Holistic IT's Acceptance Note or advise Holistic IT of any non-conformances that it has identified and Holistic IT shall address all outstanding non-conformances.

4.9 Professional Services – Change Request Process

Change requests may be raised by the Client in response to changing requirements or by Holistic IT resulting from issues arising from the implementation.

4.9.1 Holistic IT shall process a Change Request made by Client as follows:

- a) Within two Working Days of receiving the Change Request Holistic IT will acknowledge receipt;
- b) Within three Working Days of acknowledging receipt, Holistic IT shall verify the Change Request and notify Client of its response;
- c) Provided that Holistic IT agrees with the Change Request, Holistic IT shall provide the Client with a timescale and plan for implementation and also provide the cost of implementation, if applicable; or
- d) If Holistic IT does not agree with the Change Request, Holistic IT will explain the reasons, including any associated risks, to the Client and offer to provide consultancy services with the objective of finding an alternative solution. Consultancy is chargeable at Holistic IT's prevailing rate.
- e) The Client shall notify Holistic IT of its decision to proceed or not with the Change Request, in writing, within five Working Days of Holistic IT's response.

4.9.2 Holistic IT shall process a Change Request that it raises as follows:

- a) Holistic IT shall provide the Client with technical details and its reason(s) for making the Change Request, a timescale and plan for implementation and also provide the cost of implementation, if applicable.
- b) The Client shall notify Holistic IT of its decision to proceed or not with the Change Request, in writing, within five Working Days of Holistic IT's request.
- c) If the Client declines to accept the Change Request, the Change Request will not be implemented and either:
 - Holistic IT will request written confirmation that Client understands and accepts the risks involved. Under these circumstances Holistic IT shall have no liability to Client in the event that failure to make the change causes degradation to the performance of the installed Hardware; or
 - Holistic IT will offer to provide consultancy services to Client, with the objective of finding an alternative solution. Consultancy is chargeable at Holistic IT's prevailing rates.

5. Software Licensing

5.1 Holistic IT is responsible for the licensing and installation of Monitoring Agents, backup agents and security software that Holistic IT has installed on the applicable components of the IT Equipment.

5.2 The Client is responsible for the licensing of any and all the Client-owned software that is installed on the IT Equipment.

6. Service Level Agreement

6.1 Holistic IT aims to meet the following target Response and resolution times:

Priority	Low	Medium	High	Critical
Severity	No hindrance to the Client's work	Interruption to the Client's work	Interruption to critical processes affecting individual End Users or small group of End Users	Interruption to critical processes affecting several End Users or entire business units
Urgency	Immediate resolution is not needed by the Client	Immediate resolution is not needed by the Client	Immediate resolution is needed by the Client	Immediate resolution is needed by the Client
Response Target	8 Working Hours	4 Working Hours	2 Working Hours	Within 1 Working Hour
Resolution Target	Reasonable Endeavours			

6.2 Overall, Holistic IT shall aim to achieve a minimum 90% of the targets in paragraph 6.1.

6.3 Failure by Holistic IT to achieve the targets set out in this paragraph 6 shall not be deemed to be a breach of this Agreement.

7. Complaint Handling

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

Escalation Level	Role	Contact Details
1	Service Desk	01302 23 50 52
2	Named Account Manager	01302 23 50 50
3	Technical Manager	01302 23 50 50
4	Director	01302 23 50 50

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