

CRYPTEX 365 LTD SERVICE LEVEL AGREEMENT 2024:

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Cryptex Security (the "Service Provider") and Customer Name (the "Customer") for the provisioning of services (the "Service" or "Services") required to support and sustain Product or Service Name.

This Agreement remains valid until superseded by a revised agreement.

The following Services are covered by this Agreement

- 365 days unlimited telephone support
- Technical response times are determined to the level reported on the ticket (standard) or telephone call (emergency) (subject to our full evaluation of the reported ticket) and are as follows – Critical = within half an hour, Urgent = within 1 hour, High = within 4 hours, Normal = within 8 hours & Low = within 24 hours
- Calls received out of office hours will be answered by our monitoring station who will be able to take a message and forward to our technician for actioning
- 9:00 A.M. to 5:00 P.M. Monday - Friday Email support. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Remote assistance using our monitoring agent will be standard procedure
- No Charge for replacement equipment that is still under manufacturers warranty, after warranty period expires replacement parts will be charged
- 365 day emergency call out stand-by where, if a supported customer has an emergency, we guarantee a same day or next day (depending on the time of the call) an emergency is considered a large data loss/breach, network corruptions or a targeted cyber attack
- Monthly support fee's to be paid via Direct Debit
- One off fee's to be paid in advance of the support
- The Company reserves the right to replace equipment quoted to the same or improved standard and specification
- The Company is prepared to use a Customers existing cabling and equipment as long as it is in good working order and compatible but chargeable call outs apply as it was not installed by the Company
- Chargeable call outs are where a non system fault occurs on equipment installed by the Company
- Customers that accept our quotations and/or support automatically agree to our service level agreement and T&C's

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

Summary of Costs

Below are costs which may be incurred should you fall out of the scope of your support agreement.

Hourly Rate for Remote Support	£120.00 plus VAT p/h
Half Day Rate for Remote Support	£450.00 plus VAT
Daily Rate for On-Site Support	£850.00 plus VAT
Out of Hours Support Monday – Friday, 6pm to 12am 1.5x Hourly Rate (Minimum 1 Hour)	£180.00 plus VAT p/h
Out of Hours Support Monday – Friday, 12am to 8am as well as Saturday, Sunday and all Bank Holidays 2x Hourly Rate (Minimum 1 Hour)	£240.00 plus VAT p/h
PC Rebuild	£180.00 plus VAT
PS Setup	£120.00 plus VAT

CRYPTEX 365 LTD TERMS AND CONDITIONS 2024:

Between Cryptex 365 Ltd ("the company") AND the person, individual, partnership and/or company named above ("the customer").

Part 1. DEFINITIONS

1. The following terms shall have the following meanings in this Agreement:
 - (i) "The Installation" means the network or IT infrastructure supplied and installed or taken over and maintained by the company under this agreement.
 - (ii) "The Quotation" means the document attached to, and forming part of, this Agreement, stating the price to be paid for the supply, installation and maintenance of the Installation.
 - (iii) "The Specification" means the document attached to this Agreement stating the equipment the Installation comprises.

Part 2. AGREEMENT

1. The customer shall pay in full all the sums set out in the Quotation on handing over and completion of the installation. The Installation shall remain the property of the company until all sums due by virtue of this paragraph have been received by the company.
2. The company shall maintain the Installation in accordance with its obligations under this Agreement, provided that the customer shall have paid or be paying via direct debit the support fee's. The company reserves the right to increase chargeable call out and labour charges can be increased by the company without written notice as they are generic however any increase to the support fee is subject to giving written notice to the individual customer.
3. The customer shall own any installed equipment in full. Cryptex 365 do not loan or lease any equipment, unless specifically organised for a temporary reason. Loaned or leased equipment will be quoted for with a weekly or monthly loan fee and will be specifically documented in any agreement. Cryptex 365 will not remove any equipment on termination of a contract, unless the equipment is still under a "loan" agreement.

Part 3. CUSTOMER OBLIGATIONS

1. To allow any employee or authorised agent of the company and any accompanied inspectorate unrestricted access to the premises and comply with reasonable requests to facilitate installation and /or testing of the system at reasonable times during normal working hours.
2. Not to interfere with the Installation or any part of it.
3. To report immediately to the company any defect in the Installation or any part of it or if the customer has reasonable grounds to suspect that the Installation is or may have become defective in any way.
4. To take all reasonable or necessary steps to prevent the Installation, or any part of it, from being damaged by any third party or by any corrosive chemical, or similar material, which may damage or impair the performance of the Installation.
5. To pay forthwith to the company on demand any fees which are chargeable by the company for use by the customer of:
 - (i) The emergency remote support/call-out service required between 5pm on Friday and 8am on Monday or on weekdays between 6pm and 8am the following morning.
 - (ii) The call-out service, in excess of any obligation of the company under this Agreement.
 - (iii) The call-out service arising as the result of a breach by the customer of any obligation under this Agreement.

Part 4. CRYPTEX 365'S OBLIGATIONS

1. To support the customer as per the service level agreement & terms and conditions as set out in the entirety of this document.
2. To provide a call-out service outside normal business hours (i.e., during the hours specified in the service level agreement) subject to the customer paying the company's emergency call-out fee then chargeable, except where such call-out is necessary by any fault of the company in relation to the Installation.
3. The Company agrees that, on a fault being reported, it will attend within a reasonable time (see service level agreement) and try to ascertain the cause of the reported fault. It will endeavour to rectify the cause to the satisfaction of the customer or his representative. Should no fault be found, the company reserves the right to make a charge for attending the premises.
4. The company shall endeavour to arrange a suitable appointment to attend to the fault within 24 hours. Any delay in attending the reported fault shall be communicated to the customer, if possible, as soon as it is known that there will be a delay.
5. During the first 12 months following installation, the company will repair or replace any part of the Installation free of charge, except where the repairs are due to the customer's default. In subsequent years, the customer will be required to pay for labour and any parts that are out of manufacturer's warranty. (Please note this does not apply to any Takeover).
6. Where the company's services are requested, following any reported failures, damage or false activations to the Installation caused by a third party, an act of God, misuse or tampering by any party, shall be charged for by the company at the normal prices in effect at the time the work is carried out.
7. The company shall take all reasonable care to ensure that the Installation will function correctly and that it is to the satisfaction of the customer or his representative before leaving the premises. The customer's representative and the company's representative shall mutually sign a form to confirm that the Installation/Takeover is functioning after each and every visit.
8. All reasonable care shall be taken to advise the customer of any payment or conditions applicable to Microsoft or Government regulations relating to the Installation, payments and/or regulations which are not part of this Agreement.
9. The company reserves the right to employ any person, sub-contractor, individual, partnership or company to carry out the works for which it is liable under this Agreement.
10. The company reserves the right to impose a call-out charge, the company will notify the customer of the current call-out charges on request.

11. The company's obligations under this Agreement shall not apply whilst the customer is more than 21 days in arrears in respect of any payment due under this Agreement.

GDPR/Data Protection

- Any personal data held by Cryptex 365 such as names, telephone numbers, email addresses and site addresses will be stored with the following third-party databases:
 - Our Field Management Software for job/call logging, engineer reports and call history
 - Our Accounting Software – Software used for invoicing, maintenance renewals, account statements
 - Our Vehicle Tracking Database for monitoring engineer locations (Names and Addresses Only)
 - Our Cloud Storage for Cryptex 365 Database
 - Our Monitoring Station and the communication provider
- Cryptex 365 will not share any customer information with any third-parties that will contact you on our behalf, or as a result of any information we have shared with them.
- Any personal information gathered by Cryptex 365 is only for the benefit of improving our internal processes and for providing a high-end service with our customers.
- As a contract customer, by agreeing to our services you agree to the use of your personal data within Cryptex 365 and allow us to contact you by any relevant means for the sole purpose of looking after the systems which we are contracted to do so.
- If you would like your personal information to be erased in the future, please contact us on info@cryptex365.co.uk and we will erase all personal data within a 30 day period.

Part 5. EXTENT OF CRYPTEX 365'S LIABILITY

1. (a) Neither the company nor any of its servants or agents shall be liable for loss or damage, other than damage causing death or personal injury, arising or resulting from:
- (i) a defect in, or failure to operate of, the Installation, unless such defect or failure was caused by the negligence of any employee or agent of the company.
 - (ii) the negligence of the customer or the failure of the customer to follow instructions set out in the user manual supplied by the company or as explained to the customer by an employee or agent of the company.
 - (iii) any delay in carrying out its obligations under this Agreement.
 - (iv) thunder, lightning, storm or other damage due to natural causes;
- (b) The customer and the company agree that the maximum liability of the company under this Agreement shall be no more than ten thousand pounds.

Part 6. TERMINATION

1. Without prejudice to any other rights or obligations under this agreement, either party may terminate the agreement by giving one month's notice in writing to the other.
2. (a) Without prejudice to the rights of the company in respect of any antecedent breach of this Agreement, the company may terminate this Agreement by giving two weeks written notice to the customer in any of the following events:
- (i) non-observance or non-performance of any of the customer's obligations under this Agreement.
 - (ii) if the customer commits any act of bankruptcy or has a Receiving Order made against him/her or suffers any execution or distress to be levied against him/her or enters into any composition or makes any arrangement with creditors or (being a company) has a petition for winding-up (whether compulsory or voluntary) presented against it or has a Receiver appointed or stops payment.
 - (iii) if the customer is in arrears with any payment due under this Agreement
- (b) Where the customer has repudiated this Agreement and the company has accepted such repudiation or where the Agreement has been terminated under part 6 of this agreement, the customer shall forthwith pay to the company all support fee's and other sums then due.

Part 7. GENERAL

1. Removal of household or office fixtures and fittings (carpets, for example) is the responsibility of the customer.
2. This Agreement shall not be varied unless such variation is evidenced in writing and signed by the customer and a fully authorised representative of the company.
3. In the event of any change or ownership of the premises, the customer may assign the benefit of this Agreement to his successors in title, subject to written notice being given to the company within seven days of assignment.
4. All notices to be given under this Agreement shall be in writing and delivered by hand or be sent by first or second class pre-paid post or by Email to the address noted on this Agreement, or such other address as shall have been previously notified to the other party in writing.
4. The company will add on TFL congestion charges as well as parking permits and parking costs to installation and call out fee's

Important Payment Notes

Please do not sign below until you have read all notes carefully

- All payments (one off and/or monthly) are processed through GoCardless. If you are a new customer to Cryptex 365 LTD, please click the link below to setup and follow the instructions online to setup. If you are an existing customer, there is no need to repeat this process.

<https://pay.gocardless.com/AL0014HFDYXSJR>