

## 1 INTRODUCTION AND INTERPRETATION

1.1 These Product Terms define the specific legal terms and conditions applicable to Support Desk & Maintenance Service, and shall only apply when incorporated into OneMSP Limited's Terms and Conditions (as defined below) as part of an Order.

1.2 In this Schedule:

**"Authorised Users"** means those Users whom the Customer has authorised to Use the Support Desk by emailing [support@onemsp.com](mailto:support@onemsp.com) or visiting [portal.onemsp.com](http://portal.onemsp.com). Where the Customer has purchased Support Desk in respect of Software Resale, the Authorised Users shall include all licensed users of that software;

**"Base User Limit"** means the highest number of Users that OneMSP has provided the Support Desk in respect of during the Term (regardless of whether it has later been reduced in accordance with paragraph 4);

**"Current User Limit"** means the maximum number of Users that OneMSP is contracted to provide the Support Desk in respect of, initially as set out on the Order and thereafter adjusted in accordance with paragraph 4;

**"Maintenance Service"** means the provision of software or system maintenance services as further described in the relevant Product Description;

**"Support Desk"** means the end user support desk service as further described in the relevant Product Description, including any software or Support Portal Used by Authorised Users to Use the Service;

**"Support Portal"** means the Support Portal made available by OneMSP from time to time for the purpose of running the Support Desk; s

**"Supported System"** means the systems which OneMSP has agreed to support and/or maintain, as set out in the Order or Product Description; and

**"User Minimum"** means the minimum number of Authorised Users the Customer may subscribe for at any given time, which shall be the Base User Limit less 10%.

## 2 PROVISION

2.1 OneMSP shall during the Term provide the Support Desk and/or Maintenance Service (as set out on the Order) as further described the relevant Product Description:

2.1.1 using reasonable skill and care;

2.1.2 to or on behalf of the Authorised Users, in respect of their equipment; and

2.1.3 in accordance the Service Levels set out in the relevant Production Description.

2.2 OneMSP shall give each Authorised User access to the Support Portal.

## 3 CUSTOMER OBLIGATIONS

3.1 The Customer shall:

- 3.1.1 ensure that the total number of Authorised Users does not exceed the Current User Limit;
  - 3.1.2 not allow anyone other than an Authorised User to directly or indirectly Use the Support Desk;
  - 3.1.3 Use the Support Desk and Maintenance Service only for its own business purposes; and
  - 3.1.4 ensure that each User Uses the Support Desk in accordance with OneMSP's support desk acceptable use policy available at <https://onemsp.com/terms-conditions>, as updated from time to time.
- 3.2 The Customer acknowledges and agrees that each of the following shall be a Customer Dependency:
- 3.2.1 the Customer shall install or enable, or allow OneMSP to install or enable, such remote access software on Customer equipment that OneMSP requests, in order that it can provide support to end users;
  - 3.2.2 the Customer shall not interfere with such remote access software; and
  - 3.2.3 the Customer shall ensure the equipment maintains a stable connection to the public internet in order that OneMSP can remotely connect to it.

#### 4 TRUE UP & TRUE DOWN

- 4.1 The Customer may increase or decrease the Current User Limit at any time in accordance with clause of the Terms and Conditions, provided that the Current User Limit does not go below the User Minimum.

#### 5 EXCLUSIONS

- 5.1 Where OneMSP has agreed to include a system not provided by OneMSP as a Supported System:
  - 5.1.1 the Fees for the Support Desk and/or Maintenance Service assume that such system is in good working order, and has been properly patched and maintained; and
  - 5.1.2 where that system is not in good working order, has not been properly patched and maintained, or is discovered to be incompatible with the other Supported Systems, OneMSP may:
    - 5.1.2.1 increase the Fees in respect of the Support Desk and/or Maintenance Service by giving not less than 30 days written notice (or where the Customer objects to such increase within such notice period, remove that system as a Supported System); and
    - 5.1.2.2 exclude any Issues arising from such system from any applicable Service Levels.