



Managed Services Schedule



EXPRESS IT GROUP LTD

MANAGED SERVICES SCHEDULE

1. Interpretation

The following definitions and rules of interpretation apply in this Managed Services Schedule.

1.1. Definitions:

Acceptance Date: shall have the meaning given in clause 2.4.

Approved Software: the software that is approved by Express IT as software supported by Express IT for use with the Managed Services, which is either provided by Express IT as part of the Managed Services or which the Customer is using in its business and for which it has a direct contract with the software vendor or other supplier, and which is on Express IT's approved software list provided by Express IT from time to time.

Assets: any Customer-site equipment, Approved Software, or Customer-owned Intellectual Property Rights that Express IT uses or accesses exclusively for the purpose of delivering the Managed Services to the Customer.

Assumed Contracts: contracts that Express IT identifies as part of the Set-up Services.

Customer Cause: any of the following causes:

- a. any improper use, misuse or unauthorised alteration of the Managed Services by the Customer;
- b. any use of the Managed Services by the Customer in a manner inconsistent with the Service Specification or instructions (written or verbal) given by Express IT, including the use or alteration of any Equipment or Approved Software by anyone other than Express IT;
- c. the use by the Customer of:
 - (i) any hardware or equipment not approved by Express IT in, or for use by the Customer in connection with, the Managed Services; or
 - (ii) any software that is not Approved Software; or
- d. the use of a non-current version or release of any Approved Software.

Customer Environment: the Customer's IT systems, networks, and devices that are in scope for the Managed Services, as identified in the Services Specification.

Device: a workstation, laptop, or endpoint explicitly included under the Services Specification or Order Form and therefore eligible for full management, patching, and support services.

Error: shall have the meaning given in clause 2.2.

Express IT Contact List: the internal escalation structure maintained by Express IT to ensure timely resolution of Support Requests in accordance with the Service Levels. It sets out the successive escalation points (for example, Service Desk, Senior Engineer, Operations Director, and Managing Director) and is used by Express IT's team to manage unresolved or high-

priority incidents. The Customer may escalate critical incidents by contacting Express IT's Help Desk Support by telephone during Service Hours, after which escalation will proceed internally following this structure.

Express IT's Minimum Standards: the list of the minimum standards that the Customer's system needs to meet in order for Express IT to supply the Managed Services, which Express IT reviews and updates periodically (at least twice per year) to reflect evolving technology standards. Available at <https://expressit.group/legal>

Fault: any failure of the Managed Services to materially operate in accordance with the Service Specification.

Help Desk Support: any support provided by Express IT's help desk technicians sufficiently qualified and experienced to identify and resolve common or standard support issues.

Out-of-Scope Managed Services: any Managed Services provided by Express IT in connection with any Fault reasonably determined by Express IT to have been caused by a Customer Cause or a cause outside Express IT's control, including:

- (i) an Event of Force Majeure;
- (ii) any delay or failure by a Third Party Supplier, including any investigational work resulting in such a determination;
- (iii) any cybersecurity incidents, including security breaches, cyber attacks, unauthorised access, use or disclosure of data, or any other events which compromise the security, integrity, or confidentiality of the data, systems, or networks related to the Managed Services;
- (iv) any investigations initiated by external parties, such as regulatory authorities, law enforcement agencies, or third party claimants; and/or
- (v) mitigation of, response to, or recovery from external attacks, including but not limited to denial of service attacks, malware, ransomware, phishing, or other forms of cyber threat or intrusion.

Response Time: the time between the Customer reporting a Fault and Express IT beginning its investigation of the Fault.

Service Credit: a discretionary credit issued by Express IT to the Customer, as more particularly detailed in clause 13.

Service Hours: 08:00-18:00, on Business Days.

Service Levels: the service levels referred to at clause 11.

Set-up Services: the due diligence, configuration and related work referred to in clause 2 below and any agreed set-up process agreed between the parties, to be performed by Express IT to set up the Managed Services.

Service Request: any formal request submitted by or on behalf of the Customer by a Manager for a change, addition, or administrative task relating to the Managed Services. All Service Requests must be submitted through Express IT's approved service platform (e.g. HaloPSA) or electronically by a Manager. Each Service Request may adjust the quantities, configuration, or pricing of Managed Services and billing accordingly.

Service Specification: the specific Managed Services, functions and deliverables (if any) to be provided by Express IT to the Customer as detailed in the Customer's Order Form or as updated by the Parties from time to time in writing.

Solution: either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault that is reasonably acceptable to the Customer. If necessary, this may include reversal of any previous changes to any Approved Software if deemed appropriate by Express IT.

Support Request: means any request or report raised by the Customer through Express IT's service desk in relation to a fault, failure, or issue affecting the Managed Services. Support Requests are logged and managed under the Service Levels. Express IT may provide troubleshooting assistance to the individual raising the request; however, any actions that affect other Users, credentials, system configurations, security permissions, licensing, or procurement shall require prior confirmation from an Manager. Where such confirmation is pending, Express IT shall hold the request in a "pending authorisation" state and shall not be liable for any resulting delay in completion.

User: an individual who is an employee, director, consultant, or authorised sub-contractor of the Customer who uses a Device or credentials managed by Express IT under the Services Specification. Each User includes one primary workstation or equivalent endpoint unless otherwise specified in the Order Form.

1.2. The following rules of interpretation shall apply

- 1.2.1. terms, as defined in the General Terms and Conditions, shall have the same meaning when used in this Managed Services Schedule; and
- 1.2.2. rules of interpretation in the General Terms and Conditions shall apply to this Managed Services Schedule.

1.3. The parties acknowledge that Clause 15 (Limitation of Liability) of Express IT's General Terms and Conditions applies in full to this Managed Services Schedule. Nothing in this Managed Services Schedule shall increase, extend, or otherwise vary the liability of Express IT beyond the limits set out in Clause 15 of the General Terms and Conditions.

2. Set-up

- 2.1. Express IT shall use reasonable endeavours to perform the Set-up Services in accordance with any timetable agreed between the parties, but any such timetable shall be estimates only, and time shall not be of the essence for Express IT's performance of the Managed Services in this Managed Services Schedule.
- 2.2. When Express IT considers that the Managed Services are ready for activation it shall so notify the Customer. Within five Business Days of such notification the Customer shall review the operation of the Managed Services to confirm that they function in material conformance with the Service Specification. If the Managed Services fail in any material respect to conform with the Service Specification, the Customer shall give Express IT a detailed description of any such non-conformance (**Error**) in writing, within such five Business Day review period.
- 2.3. Express IT shall use reasonable endeavours to correct any Error within a reasonable time and, on completion,

notify the Customer that the Managed Services are ready for activation. The provisions of clause 2.2 and this clause 2.3 shall then apply again, up to three additional times. If Express IT is unable to correct the Error after three attempts, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party, without further liability to the other in respect of the Error or failure to provide the Managed Services in accordance with this Managed Services Schedule.

- 2.4. If the Managed Services are found to conform with the Service Specification or if the Customer does not provide any notification of Errors within the five Business Day review period described in clause 2.2 the Managed Services shall be deemed accepted by the Customer as from the date of the notification that the Managed Services conform or expiry of such five Business Day review period without notification of any Errors (in each case the **Acceptance Date**).

3. Assume Contracts and Assets

- 3.1. With effect from the Acceptance Date the Customer shall:
 - 3.1.1. transfer the Assets to Express IT in accordance with any agreed Set-up Services process; and
 - 3.1.2. subject to clause 3.2, transfer the benefit of the Assumed Contracts to Express IT provided, in each such case, that Express IT hereby accepts and undertakes the related burden.
- 3.2. The Customer shall use reasonable endeavours to assign, novate or transfer each of the Assumed Contracts to Express IT with effect from the Acceptance Date. If any consent of any third party is required for the assignment, novation or transfer of an Assumed Contract and has not been obtained at, or before, the Acceptance Date, the Customer and Express IT shall each use all reasonable endeavours to obtain that consent as soon as possible after the Acceptance Date. Unless or until any Assumed Contract is assigned, novated or transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include Express IT finding an alternative source of supply and/or the Customer holding the benefit of the relevant Assumed Contract as agent for Express IT.

4. Managed Services and Support

- 4.1. Express IT shall supply the Managed Services to the Customer as described in the Services Specification.
- 4.2. Changes to the number of Users or Devices, or the addition, movement, or removal of such Users or Devices, may be authorised through a Customer's Service Request, which the parties agree shall constitute valid instructions under this Managed Services Schedule.
- 4.3. The scope and inclusion of the Services Specification may be updated from time to time by mutual written agreement by the Parties.
- 4.4. Express IT shall provide the Managed Services from the Acceptance Date in accordance with the Service Specification.
- 4.5. As part of the Managed Services, Express IT shall:
 - 4.5.1. provide Help Desk Support by telephone and email;
 - 4.5.2. use reasonable endeavours to correct all Faults reported under clause 8; and
 - 4.5.3. provide technical support for any Approved Software provided by Express IT as part of the

Managed Services in accordance with the Service Levels.

- 4.6. Express IT may reasonably determine that any Managed Services are Out-of-Scope Managed Services. If Express IT makes any such determination, it shall promptly notify the Customer of that determination.
- 4.7. The Customer acknowledges that Express IT is not required to provide Out-of-Scope Managed Services.
- 4.8. The Customer and Express IT may agree that Express IT will supply the Out-of-Scope Managed Services for an additional charge. If the parties choose, the Out-of-Scope Managed Service may then be provided following both Parties agreeing the Out-of-Scope Managed Services and related fees separately in writing.

5. Customer approved software usage and system configuration changes

- 5.1. The Customer acknowledges and agrees that they shall not accept any requests for downloading, installing or implementing configuration changes to any software, whether directly or indirectly, including, but not limited to, clicking on links or following instructions in emails.
- 5.2. The Customer shall not permit or facilitate remote access to their computer system(s) by any third party, without first verifying and obtaining express written confirmation from Express IT. This includes but is not limited to software updates, upgrades, patches, or any other changes to the existing software or systems installed. Any deviation from this clause, without prior written consent from Express IT, will be considered a breach of this Managed Services Schedule.
- 5.3. The Customer will comply with Express IT's Approved Software Usage or Security Policy, as updated from time to time, which forms part of this Managed Services Schedule and covers in more detail the obligations regarding software usage and system changes. Non-compliance with this Policy will also constitute a breach of this Managed Services Schedule. Available at <https://expressit.group/legal>
- 5.4. Express IT reserves the right to amend the Approved Software Usage or Security Policy at any time. Any amendments will be communicated to the Customer, and the Customer's continued use of the Approved Software constitutes acceptance of these amendments.

6. Security

- 6.1. Express IT shall ensure at all times that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all Managed Service.
- 6.2. Express IT shall ensure that Express IT's system is designed, maintained and upgraded at all times so as to mitigate against security incidents. The Parties agree that if security incidents are detected or discovered, each of them shall co-operate with the other to mitigate the incident and, particularly if the incident causes or threatens the loss of operational efficiency, loss or corruption of any Customer Data, or the reduced management of risks posed to the security of the Assets, Express IT's system, or the Customer's operating environment, the parties shall assist each other to mitigate any losses and restore the Managed Services to their original operating and security efficiency.
- 6.3. The Customer shall promptly inform Express IT if it suspects or uncovers any security incident and, shall use all reasonable endeavours to promptly mitigate such incident.

- 6.4. The Customer acknowledges that cyber security is a shared responsibility. Express IT's obligations under this Managed Services Schedule are limited to the systems, configurations, and environments that it directly manages and controls. The Customer remains responsible for the security of its own data, devices, cloud services, and user behaviour, including but not limited to the use of passwords, access controls, and employee awareness. Express IT shall not be liable for any loss or incident arising from circumstances outside its reasonable control, including those resulting from the Customer's failure to implement recommended security measures.

- 6.5. The Customer acknowledges that no cyber-security measures can guarantee absolute protection against all security incidents. Express IT therefore strongly recommends that the Customer maintains appropriate Cyber and Data Protection Insurance (sometimes referred to as Cyber Liability Insurance) that is suitable for the size and nature of the Customer's business. Such insurance should provide cover for, without limitation, data breaches, ransomware or other cyber-attacks, business interruption, and the costs of investigation, notification, recovery, and legal or regulatory action.

- 6.6. Express IT shall not be responsible for arranging or maintaining such insurance on behalf of the Customer.

- 6.7. Express IT shall:

- 6.7.1. notify the Customer immediately if it becomes aware of any security incident and respond without delay to all queries and requests for information from the Customer about any security incident, whether discovered by Express IT or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under applicable data protection or cybersecurity legislation and that the Customer may be required to comply with statutory or other regulatory timescales;

- 6.7.2. at the Customer's cost, promptly co-operate with any request for information made in respect of:

- (a) any security incident; or
- (b) any requests for information, or inspection, made by a regulator with competent jurisdiction over the Customer (including in connection with any applicable data protection or cybersecurity legislation).

- 6.8. Express IT shall promptly notify the Customer in writing of any actual or suspected loss or damage to any Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Express IT to use reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data. Express IT shall not be responsible for any loss, destruction, alteration or unauthorised access to or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Express IT to perform Managed Services related to Customer Data maintenance and back-up).

7. Excluded Managed Services

- 7.1. Unless stated in a Customer Order Form or as otherwise agreed between Express IT and the Customer; Services under this Managed Services Schedule shall not include:

- 7.1.1. any Out-Of-Scope Managed Services;
- 7.1.2. hardware, equipment, software or components not covered by vendor/manufacturer warranty or support;
- 7.1.3. the cost of any hardware, equipment, software, components or shipping charges of any kind;
- 7.1.4. the cost of any software licencing or software renewal of any kind;
- 7.1.5. the cost of any vendor or manufacturer support or incident fees of any kind;
- 7.1.6. service and repair made necessary by the alteration or modification of Equipment or Approved Software other than that authorised by Express IT, including alterations, software installations or modifications of Equipment made by the Customer's employees or anyone other than Express IT;
- 7.1.7. maintenance of applications software packages, whether acquired from Express IT or any other source unless expressly specified in the Managed Services Specification;
- 7.1.8. programming (modification of software code) and program (software) maintenance unless expressly specified in the Managed Services Specification;
- 7.1.9. installation of any new equipment, hardware or software even where such equipment, hardware or software is a replacement of existing equipment;
- 7.1.10. changes or improvements to bring the Customer's operating systems to Express IT's Minimum Standards; and
- 7.1.11. training on Managed Services of any kind.

8. Submitting Support Requests

8.1. Support Requests:

- 8.1.1. each Support Request should be submitted via supportdesk@expressit.group or through customer portal on portal.expressit.group or telephone call on 01942 698 307;
- 8.1.2. each Support Request shall include a subject line, detailed description of the problem and the start time of the incident; and
- 8.1.3. a separate Support Request should be submitted for each separate issue or problem.

8.2. The Customer shall provide Express IT with:

- 8.2.1. prompt notice of any Faults; and
- 8.2.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Express IT in writing) remote access to the Customer's information technology systems and infrastructure, as are reasonably necessary to assist Express IT in reproducing operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

8.3. Support Requests may be raised by any User for the purposes of reporting Faults or requesting technical assistance. Express IT will act on such requests to the extent necessary to investigate or resolve issues for that User. However, any requests that involve changes to other Users' accounts or permissions, the creation or removal of Users or Devices, password resets for third parties, or any requests that impact billing, licensing, or configuration, shall require written or electronic authorisation from a Customer Manager before action is taken. Where such authorisation is required and pending, the relevant Support Request shall be placed on hold until confirmation is received. Express IT shall have no liability for any delay, missed Service Level, or consequential impact arising from the period in which the request is awaiting Customer authorisation.

8.4. The Customer acknowledges that to properly assess and resolve Support Requests, it may be necessary to permit Express IT direct access at the Customer's premises to the Customer's information technology systems and infrastructure and the Customer's files, equipment and personnel.

8.5. The Customer shall provide such system access promptly, provided that Express IT complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer's systems, as notified to Express IT.

8.6. Remote Access Tool Usage:

8.6.1. the Customer acknowledges and agrees that Express IT may utilise remote access tools to facilitate the resolution of Support Requests.

8.6.2. The remote access tool employed by Express IT shall either be:

8.6.2.1. continuously running on the Customer's system, or

8.6.2.2. downloaded by the Customer while on the phone with Express IT's Help Desk Support.

8.6.3. Consent for remote access:

8.6.3.1. Express IT shall request the Customer's consent prior to initiating remote access to the Customer's system.

8.6.3.2. Consent may be requested in writing via email or through the remote access tool messaging system.

8.6.3.3. Verbal consent may also be obtained when speaking to the Customer over the phone.

8.6.3.4. Express IT may require unattended access to the Customer's systems in certain cases to deliver Support Requests effectively.

8.6.3.5. Unattended access refers to Express IT accessing the Customer's systems without the Customer's direct presence or involvement.

8.6.3.6. Express IT shall exercise due diligence and take reasonable measures to protect the security and confidentiality of the Customer's systems during unattended access.

8.6.4. Express IT reserves the right to change the remote access tools from time to time.

8.6.5. In the event of a change in remote access tools, Express IT shall provide official notification to the

Customer regarding the updated tool and any necessary instructions for its usage.

- 8.6.6. The Customer shall not permit or facilitate remote access to their computer system(s) by any third party, without first verifying and obtaining express written confirmation from Express IT.

9. Customer Responsibilities

- 9.1. For all systems and devices covered under Express IT's Managed Services, Express IT will be responsible for maintaining operating-system and application patching, antivirus management, and general system updates in accordance with the agreed service scope. Patching, monitoring, and update management are provided only for those endpoints or Users expressly covered under the Services Specification or corresponding billing quantities. Any devices or systems outside this coverage remain the Customer's responsibility.
- 9.2. The Customer acknowledges that Express IT's obligations to maintain, patch, or support systems apply only to Approved Software and to hardware and operating systems that meet Express IT's Minimum Standards. Express IT shall not be liable for issues arising from the Customer's use of unapproved, unsupported, or end-of-life software or hardware.
- 9.3. The Customer shall ensure that all Users follow reasonable security practices, including the use of strong passwords, multifactor authentication where available.
- 9.4. The Customer shall maintain its own back-up copies of data not expressly included within Express IT's Managed Services.
- 9.5. The Customer shall ensure that any monitoring or management agents installed by Express IT remain active, connected, and unaltered for the duration of this Managed Services Schedule.
- 9.6. Managed Services are provided on a per-User basis, as defined by the number of covered Users or Devices specified in the Customer's Order Form (or latest billing statement). Express IT's obligations apply only to those quantities being billed. The Customer shall promptly notify Express IT of any increase or decrease in Users or Devices to be managed; any adjustments will be reflected in future billing periods. Coverage is determined by the total number of managed Users or devices, not by individual asset identifiers.
- 9.7. Express IT's Managed Services are provided on a per-User basis, with security coverage including one primary device per User. Express IT may review the ratio of secured devices to Managed Users at any time using data from its monitoring systems.

10. Exit Assistance

- 10.1. Express IT shall provide the Customer with such reasonable assistance and information in transitioning the Managed Services to a replacement supplier as the Customer may request, chargeable to the Customer on a time and materials basis at Express IT's then-current rates.

11. Service Levels

- 11.1. Express IT shall:
- 1.1.1 prioritise all Support Requests based on Express IT's reasonable assessment of the severity level of the problem reported; and

- 11.1.2 respond to Support Requests during Service Hours in accordance with the Response Times and aim to find a Solution within the target resolution times specified in the table set out below.

- 11.2. All Support Requests (referred to as incidents in this Schedule) are prioritised and responded to in accordance with the Service Levels in this clause 11.
- 11.3. Express IT and the Customer may agree by mutual written agreement to vary the Response Times.
- 11.4. Express IT shall give the Customer regular updates on the nature and status of its efforts to correct any Fault.
- 11.5. The Customer acknowledges that the resolution of Faults by Express IT may require the coordinated, collaborative effort of Third Party Suppliers.
- 11.6. The response times shown in the table below shall not apply to the following:
- 11.6.1.additions, moves or changes to users, devices, configurations or network;
- 11.6.2.issues reported otherwise than in accordance with clauses 8.1 and 8.2 of this Managed Services Schedule above;
- 11.6.3.issues reported outside of Service Hours;
- 11.6.4.issues caused by Equipment or Approved Software not meeting Express IT's Minimum Standards;
- 11.6.5.requests or issues relating to software that is not Approved Software;
- 11.6.6.issues that have been caused by the Customer not acting on advice or recommendations given by Express IT;
- 11.6.7.issues caused by the Customer or third parties modifying any Equipment or Approved Software configuration;
- 11.6.8.issues related to user-initiated virus and malware infections;
- 11.6.9.issues involving the sourcing of Equipment or Approved Software; and
- 11.6.10. issues involving Equipment or Approve Software that are not under current warranty or maintenance coverage.
- 11.7. Express IT shall reasonably determine the priority of any Support Request in accordance with the impact and urgency of the issue, as outlined in the following table. Impact means the scale of business disruption (for example, number of Users, systems, or business functions affected). Urgency means the time sensitivity of the issue or risk to the Customer's operations or security. Response-time targets are measured from the moment a valid Support Request is logged through Express IT's Help Desk Support during Service Hours. Targets apply only to in-scope incidents where the Customer provides timely access, information, and co-operation. Incidents reported outside Service Hours will be acknowledged on the next Business Day unless as otherwise agreed in writing between the Parties. Targets represent service goals rather than guarantees and are subject to the exclusions set out in paragraph 1.4 above.

Priority	Impact / Urgency Description	Target Response Time	Target Resolution / Workaround Time
P1 – Critical	Complete loss of core business service, or major security incident affecting multiple Users or sites. Priority 1 incidents shall be reported by telephone only.	Within two Service Hours.	Four Service Hours. Continuous effort after initial response and with Customer co-operation.
P2 – High	Operation of the Managed Services is severely degraded, or major components of the Managed Services are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within four Service Hours.	Within two Business Days after initial response.
P3 – Medium	Certain non-essential features of the Managed Services are impaired while most major components of the Managed Services remain functional.	Within 12 Service Hours.	Within seven Business Days after initial response.
P4 – Low	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Managed Services.	Within 24 Service Hours.	When reasonably possible, subject to workload.

- 11.8. If a Priority 1 or Priority 2 incident has not been resolved within the target resolution time, the incident shall be escalated to the next level on Express IT Contact List. If the incident is not resolved, then after each successive increment of the target resolution time the incident shall be escalated to the Senior Engineer, followed by Operations Director, followed by the Managing Director.

12. Service Requests

- 12.1 Service Requests are routine, non-fault activities such as user onboarding, hardware or software provisioning, mailbox creation, permissions changes, or similar planned work. These requests are scheduled based on their complexity and resource availability rather than the incident priorities above. Unless otherwise agreed in writing, Express IT shall:

- 12.1.1. Acknowledge all Service Requests within one Business Day of receipt during Service Hours;
- 12.1.2. Provide an estimated completion date within two Business Days of acknowledgement; and
- 12.1.3. Complete standard requests (for example, user add/remove, shared mailbox creation) within five Business Days, subject to Customer co-operation and any third-Party dependencies.
- 12.1.4. Complex or bulk requests may be delivered on a mutually agreed schedule or handled as chargeable project work outside this SLA. General Requests raised outside Service Hours will be processed on the next Business Day.

13. Service Credits

- 13.1. If Express IT fails to meet the applicable Service Level for a Priority 1–4 incident (as set out in this Schedule 1) and the Customer has reported the incident in accordance with clause 8 (Submitting Support Requests), the Customer may submit a written claim for a Service Credit within seven (7) days of the incident to accountmanager@expressit.group.
- 13.2. A Service Credit will only be considered if the relevant Fault or issue:
- 13.2.1. did not result (wholly or in part) from a Customer Cause or a cause outside Express IT's reasonable control (including, without limitation, an Event of Force Majeure or any delay or failure by a Third-Party Supplier); and
- 13.2.2. was promptly notified to Express IT under clause 8.
- 13.3. Express IT shall evaluate all information reasonably available to it and make a good-faith determination of whether a Service Credit is owed.
- 13.4. Where Express IT agrees that a claim is valid, the Customer will receive a credit equal to 5% of the monthly Service Fee (excluding additional charges, projects, or out-of-scope work) for each qualifying failure, up to a maximum of 25% of the monthly Fees for the affected month.
- 13.5. Service Credits will be applied as a deduction from the next invoice issued under this Managed Services Schedule and shall not be payable in cash.
- 13.6. The award of a Service Credit is the Customer's sole and exclusive remedy for Express IT's failure to meet any Service Level or SLA metric for that incident.
- 13.7. Service Credits do not apply to Service Requests, planned maintenance, scheduled upgrades, or any incidents outside the scope of this Agreement.
- 13.8. The Customer's attention is also drawn to the limitations on Express IT's liability in clause 15 of Express IT's General Terms and Conditions.