Supplementary Terms for the supply of Subscription Services

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

1. SUPPLEMENTARY DEFINITIONS

1.1 'Domain Name' means a unique name that identifies a website or other services that communicate via the Public Internet.

1.2 'End User' means a user of the Subscription Services.

1.3 'Microsoft' means Microsoft Corporation, a vendor of subscription-based services.

1.4 'Network' means the Vendor's network infrastructure which is used to deliver the Subscription Services.

1.5 'Registrar' means an organisation which manages the assignation and reservation of Domain Names.

1.6 'Service Desk' means Node IT's team of dedicated support technicians.

1.7 'Subscription' means a subscription to a single licence to use the Subscription Services.

1.8 'Subscription Services' means services and / or Software that is provided on a subscription basis.

1.9 'Third-Party Vendor' means a vendor (other than Microsoft) of subscription-based services.

1.10 'Vendor' means Microsoft and / or Third-Party Vendor and / or a Registrar.

2. TERM

2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run for the Minimum Term as set out in the Order and thereafter for Additional Terms of one year's duration until terminated by either party.

2.2 Node IT shall not less than thirty days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:

    2.2.1 The Customer serves notice to terminate this Agreement in accordance with clause 9, this Agreement shall terminate at the end of the Minimum Term or any Additional Term; or

    2.2.2 The Customer notifies Node IT of acceptance of changes, the Agreement shall continue in force for the duration of an Additional Term; or

    2.2.3 The Customer fails to notify Node IT of acceptance of changes and fails to serve notice to terminate, such failures to notify Node IT shall imply that the changes have been accepted and the Agreement shall continue in force for the duration of an Additional Term.

3. SUBSCRIPTION TO AND PROVISION OF SERVICES

3.1 The Subscription Services comprise the following Service Components:

    3.1.1 Microsoft 365 desktop / server applications;

    3.1.2 Third-Party Vendor desktop / server applications (collectively, the 'Subscription Software'); and

    3.1.3 Microsoft 365 online applications;

    3.1.4 Microsoft 365 online services;

    3.1.5 Microsoft Azure services;

    3.1.6 Third-Party Vendor online vendor applications;

    3.1.7 Third-Party Vendor online services (collectively the 'Hosted Services'); and

    3.1.8 Warranty uplift / extended warranty services;

3.1.9   Software Assurance Services;

3.1.10   Domain name registration services.

3.2   The Service Components to be provided under the terms of this Agreement are set out on the Order.

3.3   The Customer acknowledges that the Hosted Services will be provided directly to the Customer by the Vendor.

3.4   The Customer hereby appoints Node IT as its agent for the purposes of registering the Customer's subscription to the Subscription Services, maintaining the Customer's subscription to the Subscription Services and billing the Customer for the subscription to the Subscription Services; and

   3.4.1   Authorises Node IT to subscribe to the Subscription Services set out on the Order and described in the Service Schedule, on its behalf; and

   3.4.2   Agrees to at all times comply with and be legally bound by the terms of the Vendor's prevailing licence and / or service terms for the use of the Subscription Services; and

   3.4.3   Acknowledges that it is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith; and

   3.4.4   Agrees that any breach by the Customer of the Vendor's terms and conditions shall be deemed a breach of this Agreement.

3.5   In respect of any Domain Name that the Customer supplies to be linked with email hosting components of the Subscription Services, the Customer confirms and warrants that it is the owner of or that it has been licensed by the owner to use, any relevant trademark or name as the domain name and indemnifies Node IT against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.

3.6   Node IT does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Customer's purpose of the Subscription Services.

4.   ACCEPTABLE USE

4.1   The Customer agrees to use the Subscription Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Node IT or the Vendor from time to time.

4.2   The Customer agrees to ensure that the Hosted Services are 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 those of quiet enjoyment, privacy and copyright;

   4.2.3   Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Hosted Services, its suppliers or third parties;

   4.2.4   Carry out any fraudulent, criminal or otherwise illegal activity;

   4.2.5   Obtain access to restricted areas of the Network, data, systems or services;

   4.2.6   In any manner which in Node IT's reasonable opinion brings Node IT's name into disrepute;

   4.2.7   Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;

   4.2.8   Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Hosted Services;

   4.2.9   Falsify user information or forge addresses;

   4.2.10   Act in any way which threatens the security or integrity of any computer system;

   4.2.11   Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;

   4.2.12   Connect to the Hosted Services insecure machines 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 the Network or any other third-party system;

   4.2.13   Send email to anyone who does not wish to receive it.

4.2.14 Immediately notify Node IT of such contravention.

4.3 The Customer acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Hosted Services.

4.4 If the Customer becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Customer agrees to:

4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

4.4.2 Immediately notify Node IT of such contravention.

4.5 The Customer acknowledges that it is solely responsible for its and its End User's use of the Public Internet and any web pages accessed using the Hosted Services.

4.6 The Customer agrees not use the any part of the Subscription Services to disrupt or attempt to disrupt another Public Internet user's internet experience.

4.7 The Customer agrees, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, to indemnify Node IT against all costs, damages, expenses or other liabilities arising from any third-party claim which arises from the Customer's breach of this clause 4.

5. THE CUSTOMER'S OBLIGATIONS

5.1 During the term of this Agreement, and subject to the performance by Node IT of its obligations hereunder, the Customer:

5.2 Shall use the Subscription Services in accordance with the provisions of the Vendor's terms and conditions of use, this Agreement, any relevant service literature and all other reasonable instructions issued by Node IT or the Vendor from time to time.

5.3 Shall 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 equipment that in the Customer's reasonable opinion, may be liable to access by unauthorised persons;

5.3.2 Change passwords as appropriate when employees leave;

5.3.3 Use strong passwords;

5.3.4 Immediately notify Node IT in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;

5.3.5 Acknowledge that Node IT shall be entitled to temporarily suspend the Hosted Services and / or change the Customer's passwords in the event that in Node IT's reasonable opinion, unauthorised persons may have access to the Hosted Services.

5.4 Accepts that is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Hosted Services via the Customer's equipment or software.

5.5 Shall be solely responsible for the configuration of its internal local area network, and connection to the Public Internet and agree that any interruption in or to the Hosted Services which result from the configuration of the Customer's local area network or connection to the Public Internet shall not be regarded as interruption in or suspension of the Hosted Services provided by Node IT.

5.6 Promptly report to Node IT any Fault that arises in the Hosted Services.

5.7 Shall not remove any Identity and Access Management Roles that have been configured by Node IT and acknowledge that if the provisions of this sub-clause are breached, the Charges for the relevant services levied by Node IT will be increased.

6. NODE IT'S OBLIGATIONS

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

6.1 Register and maintain the Customer's subscription to the Subscription Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.

6.2 Provide a Service Desk which shall respond to and make reasonable endeavours to repair any availability-related Faults that arise within the Hosted Services.

7. Clause Intentionally Unused

8. GENERAL

8.1 Use of the Subscription Services by the Customer constitutes acceptance of the terms and conditions of this Agreement.

8.2 If Node IT receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Customer will do everything reasonably required by Node IT to ensure that Node IT and the Customer will be in compliance with their respective obligations in respect of the provision of the Subscription Services.

9. TERMINATION

9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:

9.1.1 By either party by giving the other not less than thirty days' notice in writing to terminate on the last day of the Minimum Term or Additional Term thereafter;

9.1.2 By the Customer giving thirty days' notice in writing if Node IT makes changes to the terms of this Agreement which are to the detriment of the Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

9.1.3 Immediately by Node IT in the event that it is so instructed by government or a regulatory body;

10. CHARGES AND PAYMENT

10.1 Node IT shall raise invoices according to the schedule set out on the Order.

10.2 The Customer acknowledges that it may at any time, by raising a supplemental Order:

10.2.1 Purchase additional subscriptions at any time during the term of this Agreement and acknowledges that at the price quoted by Node IT for such additional subscriptions may differ from any previous Subscriptions purchased or quotations provided by Node IT.

10.3 During any term of this Agreement, the Customer may decrease the number of Subscriptions, PROVIDED THAT such provision is set out on the Order and subject to any limitations thereto as set out on the Order.

10.4 The Customer agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages:

10.4.1 If the Customer terminates this Agreement for convenience prior to the end of the Minimum Term or any Additional Term; or

10.4.2 If Node IT terminates this Agreement by reason of the Customer's un-remedied or repeated breach of this Agreement prior to the end of the Minimum Term or an Additional Term; then

10.4.3 The termination charge shall comprise:

a) If the Customer has made a single payment at the commencement of the current term, no refund shall be payable by Node IT; or

b) If the Customer is invoiced periodically as set out on the Order, the Charges from the date of termination to the end of the current term.

10.5 The Customer shall not be liable for termination charges if this Agreement is terminated by:

10.5.1 The Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with clause 9;

10.5.2 Node IT if it can no longer provide the Subscription Services or part thereof;

10.5.3 The Customer by reason of Node IT's un-remedied or repeated breach of the terms of this Agreement;

10.5.4 The Customer if Node IT or its supplier makes changes to the Subscription Services which materially adversely affect the Customer (which for the avoidance of doubt, does not include changes to Charges);

10.5.5 The Customer if Node IT makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2.

11. LIMITATIONS AND EXCLUSIONS

11.1 Under the terms of this Agreement, Node IT does not provide the following services:

11.1.1 Connection of the Customer's site to the Public Internet;

11.1.2 The installation of Software at the Customer's site;

11.1.3 Web-site hosting.

11.2 Node IT may provide some or all of such excluded services under the terms of separate agreements.

11.3 Whilst the law that governs this Agreement is set out and in clause 17 of the General Terms and Conditions, the Customer acknowledges that the Subscription Services, for which Node IT acts solely as an agent for the Customer, are provided under Vendor's terms and conditions which are governed by Applicable Law.

12. DOMAIN NAME REGISTRATION SERVICES

12.1 The Customer confirms and warrants that it is the owner of or that it has been licensed by the owner to use any relevant trademark or name as the Domain Name and indemnifies Node IT against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Domain Name.

12.2 The Customer shall ensure that all details submitted in respect of the registration of a Domain Name are accurate and correct and any alterations to the details made thereafter are also accurate and correct.

12.3 Node IT shall at its sole discretion require the Customer to select an alternative Domain Name, if in its reasonable opinion it believes that the Domain Name is or is likely to be:

12.3.1 Abusive, defamatory, obscene, indecent, menacing or otherwise offensive;

12.3.2 In breach of the rights of any third party, including those of quiet enjoyment, privacy and copyright.

12.4 If the Customer has not paid any amount due under this Agreement or if the information required for registration is inaccurate or late, Node IT shall be entitled not to proceed with the application for registration or may cancel registration.

12.5 The Customer acknowledges that information submitted by it pertaining to the registration of a Domain Name may be made available to other organisations and members of the public.

12.6 If the Customer requests Node IT to transfer a Domain Name from a third party, to facilitate the processing of such transfer the Customer agrees:

12.6.1 That Node IT shall charge a transfer fee, at its prevailing rate, for processing the transfer of any Domain Name from the Customer or from a third party;

12.6.2 To co-operate fully and promptly with Node IT's reasonable requests; and / or

12.6.3 To use reasonable endeavours at the Customer's cost to ensure that any third party shall fully and promptly co-operate with Node IT's reasonable requests.

12.6.4 That Node IT will not be liable if such transfer cannot be processed or is delayed because full co-operation is not promptly provided by the Customer or such third party.

12.7 On termination of this Agreement, Node IT shall, in response to express instructions from the Customer, transfer the Domain Name to a third party. For the avoidance of doubt, Node IT will not transfer the Domain Name to a third party in response to an unsolicited request from a third party.

12.8 The Customer agrees:

12.8.1 That registration and use of the Domain Name is subject to the Registrar's standard terms and conditions as revised from time to time;

12.8.2 It will be legally bound by the Registrar's terms and conditions.

12.8.3 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith;

12.8.4 On receipt of a request from the Customer, Node IT shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Registrar;

12.8.5 That any disputes that arise out of the use of the Domain Name shall be referred by the Customer to:

a) For .co.uk domains, to Nominet UK;

b) For all other domains, to ICANN; and

The Customer shall promptly advise Node IT of such dispute.

12.8.6 Registration and use of SSL Certificates is subject to the Vendor's standard terms and conditions as revised from time to time.

12.8.7 The Customer acknowledges that it will be legally bound by the Vendor's terms and conditions.

12.8.8 It is the Customer's sole responsibility to obtain a copy of such terms and conditions and to comply therewith;

12.8.9 On receipt of a request from the Customer, Node IT shall, without unreasonable delay, notify the Customer in writing of the name and contact details of the relevant Vendor.

12.9 Node IT does not warrant that the proposed Domain Name is capable of being registered or that it will be registered. The Customer should not assume registration of the Domain Name until it has been notified in writing that the Domain Name has been registered. Node IT shall not be liable for any action taken by the Customer (including marketing or publicity and the costs thereof) before such notification.

12.10 The Customer will have no claim against Node IT if the Registrar refuses to register the Domain Name or suspends or cancels it for any reason.

12.11 Node IT is not responsible and will not be liable for the Customer's use of the Domain Name. The Customer is solely responsible for resolving disputes with any third party in relation to its use of the Domain Name. Where there is such a dispute Node IT may without notice or liability withhold and/or suspend the Domain Name.

12.12 Node IT does not warrant that the Domain Name is or will continue to be available for the Customer's use after termination of this Agreement or that no other domain name is or will be registered which conflicts with or affects the use of the Domain Name.

12.13 The Customer may not transfer the Domain Name to any third party without prior written notice. On receipt of such notice, Node IT will process the transfer PROVIDED THAT the Customer has paid and Node IT has received all Charges owed to Node IT in relation to this Agreement.

12.14 Subject to the terms of this Agreement Node IT shall be responsible for ensuring that the successfully registered Domain Name is hosted and remains registered for the duration of this Agreement.

Service Schedule

This Service Schedule sets out all of the Subscription Services that may be provided by Node IT. The Service Components of the Subscription Services that are to be provided under the terms of this Agreement are listed on the Order.

Service Description Overview

1. Microsoft 365 and Azure

Node IT procures subscriptions to a number of Microsoft 365 and Azure packages, as set out on the Order.

2. Third-Party Vendor

Node IT procures Subscriptions to a range of third-party desktop applications, on-line applications and on-line services. Subscription details including number of End User Subscriptions are set out on the Order.

3. Extended Warranty and Warranty Uplift

Node IT procures hardware manufacturer's extended warranties and warranty uplifts on behalf of the Customer. The warranty services will be provided directly to the Customer by the manufacturer or appointed subcontractor (which may be Node IT). The details of the warranties, including Equipment covered, will be set out on the Order.

4. Software Assurance

Node IT procures software assurance services from software manufacturers or other vendors on behalf of the Customer. Software assurance typically provides for the supply of patches, maintenance releases and functional upgrades. The details of the software assurance, including Software covered, will be set out on the Order.

5. Domain Name Registration and SSL Certificates

Node IT will provide, as set out on the Order:

- Domain Name Registration – the management of the registration of Domain Names.
- Domain Name Transfers – the management of the transfer of Domain Names between Registrars and / or Domain Name hosting services.
- The supply of SSL Certificates.

6. Service Desk

6.1 Node IT's Service Desk will provide the following:

- Management of the prompt resolution of availability Faults arising within the Hosted Services which are raised by the Customer
- Escalation management if required in the event of protracted Fault resolution

6.2 The Customer shall raise Tickets by one of the following methods:

- By Email to Node IT's Service Desk – support@node-it.com
- By telephone to Node IT's Service Desk – 01767 348 724
- Via Node IT's IT support panel app ('ITSP App')

6.3 The Service Desk is available from 8am to 6pm Monday to Friday excluding bank and public holidays.

6.4 Node IT shall aim to make an initial response to the Customer's request for assistance within two Working Hours of the Customer raising the Ticket and shall use reasonable endeavours to resolve the Fault.

6.5 Node IT's Service Desk does not provide:

- Onsite Support
- "How to" assistance

- Any excluded services listed in sub-clause 11.1

7. Complaint Handling

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

Escalation Level	Role	Contact Details
1	Call Dispatcher	01767 348 724
2	Service Team Leader	01767 348 007
3	Company Director	01767 348 007

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