



nTrust Services Form
("Services Form")

This Services Form is governed by the nTrust Terms and Conditions.

Signed on behalf of nTrust Systems Ltd:

Print Name:

Date:

Signed on behalf of <Client Name>

Print Name:

Date:

nTrust's contract with the Client shall comprise this Services Form and the nTrust Terms and Conditions, a copy of which is appended to this Services Form or has otherwise been provided to the Client. Together, the Services Form and the nTrust Terms and Conditions form the agreement between the parties.

PARTIES:	<p>(1) NTRUST SYSTEMS LIMITED incorporated and registered in England and Wales with company number 04397784 whose registered office is at 26 Holmethorpe Avenue, Holmethorpe Industrial Park, Redhill, Surrey, RH1 2NL (“nTrust”); and</p> <p>(2) <Client Name> incorporated in England and Wales with company number <Client Number> whose registered office is at <Client Address> (“Client”).</p>		
CONTRACT TYPE:	Term Contract		
SERVICES:	<list of services>		
ALLOCATED SUPPORT TIME:	Allocated support time <hours> hours <description> per calendar month at <rate> per hour		
COMMENCEMENT DATE/ SERVICES START DATE:	COMMENCEMENT DATE: <DATE> SERVICE DATE: <DATE>		
COVERED EQUIPMENT:	Supportable equipment owned or leased by Client		
THIRD PARTY SOFTWARE:	Supportable software owned, leased or rented by Client		
INITIAL TERM:	Twelve months		
FEES:	<description> at <rate> per hour <description> at <rate> per hour Charged in units of 15 minutes		
CLIENT PREMISES:	<addresses>		
NTRUST CONTACT DETAILS:		Email	Telephone
	Support Calls	support@ntrustsystems.co.uk	03331 50 60 70 Option 1
	Support Escalation	d.kellham@ntrustsystems.co.uk	03333 582899
	Sales or Account Management Enquiries	sales@ntrustsystems.co.uk	03331 50 60 70 Option 2
	Accounts Enquiries	accounts@ntrustsystems.co.uk	03331 50 60 70 Option 3
	Project Enquiries	projects@ntrustsystems.co.uk	03331 50 60 70 Option 4
CLIENT CONTACT DETAILS:	NAME & EMAIL: <CONTACT> <CONTACT EMAIL> TELEPHONE: <TELEPHONE>		

nTrust Terms and Conditions

1. **Definitions and Interpretation**

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Fees" means, in addition to those fees set out in the Services Form, any fees incurred by nTrust in the performance of the Services as notified to the Client by nTrust from time to time;

"Affiliate" means the relevant Party's holding companies, subsidiaries and its holding companies subsidiaries from time to time (as defined by s.1159 Companies Act 2006);

"Agreement" means this agreement between nTrust and the Client which consists of the Services Form and these Terms and Conditions;

"Allocated Support Time" means the amount of Support purchased by the Client as set out in the Services Form;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;

"Business Hours" means 08:30 to 17:30 GMT / BST on a Business Day;

"Commencement Date" means the commencement date set out in the Services Form being the date on which the Parties agree to enter into this Agreement;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Covered Equipment"

means the equipment owned or used by the Client at the date of this Agreement that is within the scope of the Support, as set out in the Services Form, subject to clause nTrust will agree the scope of the Covered Equipment with the Client. Where nTrust deems any Covered Equipment is or has become unsupportable, nTrust shall notify the Client and it shall be removed from the scope of the Covered Equipment..

"Data Protection Legislation"

means all applicable data protection and privacy legislation in force from time to time including: the Data Protection Act 2018; the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018); the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) or any other applicable legislation related to the processing of personal data in the United Kingdom and in the EEA from time to time;

"Fees"

means the fees payable for the Services under this Agreement as set out in the Services Form (including any Additional Fees);

"Initial Term"

means the initial term of this Agreement as set out in the Services Form and commencing on the Commencement Date or, if earlier, the Services Start Date;

"Intellectual Property Rights"	means any utility models, rights to inventions, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, rights in computer software, rights in databases, moral rights, rights to use, and protect the confidentiality of, confidential information (including, know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights of form of protection which subsist or will subsist now or in the future in any part of the world;	"Support"	means the IT support services supplied by nTrust as part of the Services;
"Premises"	means the Client's premises at which the Services are to be performed and as set out in the Services Form;	"Third Party Licences"	the licence terms applicable to the Third Party Software;
"Renewal Period"	has the meaning given in clause Where this Agreement is a Term Contract as set out in the Services Form then, unless terminated earlier in accordance with its terms, this Agreement shall continue for the Initial Term and thereafter, this Agreement shall be automatically renewed for successive periods of ninety (90) days (each a "Renewal Period");	"Third Party Software"	the software programs proprietary to third parties, listed in the Services Form, which are to be provided to the Client without modification.
"Services"	means the IT-related services to be provided by nTrust to the Client as set out in the Services Form and such additional services as the Parties may agree in writing from time to time;	1.	A "Schedule" is a schedule to this Agreement.
"Services Start Date"	means the date of the commencement of the Services provided under the terms of this Agreement;	1.	A "Party" or the "Parties" refer to the parties to this Agreement.
"Term"	means the term of this Agreement.	1.	The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
"Term Contract"	means this Agreement is entered into by the Parties for a period of time as set out in the Services Form;	1.	References to persons shall include corporations.
"Time and Materials Contract"	means this Agreement is entered into by the Parties on a time and materials basis as set out in the Services Form;	2.	The Services
		2.	nTrust shall provide the Services to the Client as set out in the Services Form (and any other Services Form agreed by the Parties from time to time) from the Services Start Date.
		2.	nTrust shall provide the Client with Support for the Allocated Support Time and Covered Equipment during Business Hours. If the Client requires Support in excess of the Allocated Support Time, or for equipment outside the Covered Equipment, or outside Business Hours, and nTrust agrees to provide such additional Support, the Client shall pay nTrust for the additional Support at nTrust's prevailing rates as an Additional Fee.
		2.	nTrust will agree the scope of the Covered Equipment with the Client. Where nTrust deems any Covered Equipment is or has become unsupportable, nTrust shall notify the Client and it shall be removed from the scope of the Covered Equipment.
		2.	Where the Services include the purchase of the whole or part of the Covered Equipment by the Client:
		2.	the purchase of the relevant Covered Equipment by the Client shall be deemed completed once the relevant Fees for that Covered Equipment have been paid in full to nTrust; and
		2.	delivery is deemed to take place once the Covered Equipment purchased by the Client is delivered to the Premises.
		2.	Where the Services include the lease of the whole or part of the Covered Equipment by the Client, nTrust will use its reasonable endeavours to assist the Client in finding suitable leasing options for the Covered Equipment.
		2.	nTrust shall use reasonable endeavours to meet any performance dates or timeframes agreed with the Client in writing, but any such dates and timeframes shall be estimates only and time for performance by nTrust shall not be of the essence in this Agreement.
		2.	Any changes or additions to the Services must be agreed by both Parties in writing. The Client acknowledges that any change or addition may affect delivery times, pricing and the Fees.

3. **Client's Obligations**
 3. The Client shall co-operate with nTrust in all matters relating to the Services.
 3. The Client shall perform its obligations under this Agreement in a reasonable and timely manner and in accordance with all applicable laws.
 3. If nTrust's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or personnel, nTrust shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
 3. The Client shall allow nTrust, its personnel, sub-contractors and agents, at no charge, access to the Premises, together with the Client's data, systems and other facilities at all reasonable times to enable it to provide the Services.
 3. The Client shall not at any time during the Term of the Agreement arrange for any services which are similar to the Services or otherwise complementary to the Services to be provided by any third party whatsoever without the prior written consent of nTrust.
4. **Fees, Additional Fees and Payment**
 4. In consideration for the Services, the Client shall pay the Fees to nTrust.
 4. The Client shall reimburse any travel or subsistence expenses incurred by nTrust where such expenses are incurred wholly and exclusively for the purpose of providing on-site Support as part of the Services, provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.
 4. All payments required to be made pursuant to this Agreement by the Client shall be made within 30 days of the date of the relevant invoice in sterling in cleared funds to such bank in England and Wales as nTrust may from time to time nominate.
 4. Without prejudice to its other rights and remedies:
 4. . If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then that amount shall bear interest on the overdue amount, accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at the rate of 2% per annum over the Bank of England base rate from time to time in force.
 4. . nTrust reserves the right to charge a credit collection fee of £25 if any invoice has not been paid within 60 days of the due date; and
 4. . if the Client fails to pay nTrust within 60 days of the date of the invoice nTrust may suspend all Services until payment has been made in full (and the Fees shall continue to accrue during the period of suspension).
4. nTrust reserves the right to increase the Fees on an annual basis with effect from each anniversary of the Commencement Date or, if earlier, the Services Start Date to reflect increases in the cost of its suppliers or in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. nTrust shall endeavour to give the Client not less than 1 month's prior notice of such proposed changes. In addition, nTrust may apply increases to the Fees by giving the Client at least 4 months' written notice prior to the end of the Initial Term or Renewal Period.
5. **Liability**
 5. Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law:
 5. . the Client shall be solely responsible for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Client, any client of the Client or any other third party based (wholly or in part) on the results obtained from the use of the Services by the Client;
 5. . nTrust shall have no liability for any damage caused by errors or omissions in any information or instructions provided to nTrust by the Client in connection with the Services; and
 5. . all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement.
 5. Neither Party excludes or limits liability to the other Party for:
 5. . fraud or fraudulent misrepresentation;
 5. . death or personal injury caused by negligence; or
 5. . any other liability that may not be restricted or excluded by law.
 5. Subject to clause Neither Party excludes or limits liability to the other Party for:, nTrust shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, whether arising under or in connection with this Agreement, for:
 5. . loss of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 5. . loss or corruption of data or information;
 5. . loss of anticipated savings or wasted expenditure (including management time); or
 5. . special, indirect or consequential loss, costs, damages, charges or expenses, arising under or in connection with this Agreement.
 5. Subject to clause Neither Party excludes or limits liability to the other Party for:, nTrust's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever

arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to the higher of £2,500 and the total Fees paid by the Client to nTrust for the Services during the 12 months immediately preceding the date on which the claim arose.

6. Confidentiality

6. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by clause 6.2:

6. Either Party may disclose the other Party's Confidential Information:

6. . to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 6; and

6. . as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

7. Data Protection

7. Both parties will comply with all applicable requirements of the Data Protection Legislation.

7. nTrust shall deal with any personal information that it collects or that is provided to it for the purposes of entering into this Agreement or providing the Services, and which relates to the Client's directors, officers, employees, contractors and agents, in accordance with its obligations under the Data Protection Legislation and its privacy policy (a copy of which is available on nTrust's website at <https://www.ntrustsystems.co.uk/privacy-policy>).

7. To the extent that nTrust processes any personal data on behalf of the Client in the capacity of a data processor, the data processing agreement (a copy of which is available on nTrust's website at <https://www.ntrustsystems.co.uk/dp-agreement>) shall apply and is hereby incorporated into this Agreement.

8. Third Party Software

8. nTrust shall provide any Third Party Software necessary for the Services to the Client under the Third Party Licences, copies of which shall be provided to the Client. The Client agrees to be bound to the relevant third parties by such Third Party Licences and the notice periods relating to such Third Party Licences.

8. The Client shall comply with the Third Party Licences. nTrust may treat the Client's breach of any Third Party Licence as a material and irremediable breach of this Agreement.

8. The Client acknowledges that nTrust shall have no liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of the Third Party Software. If there are any issues with the Third Party Software, the Client's rights and remedies are against the third party vendor of the Third Party Software.

9. Intellectual Property

9. The Parties acknowledge and agree that:

9. . all Intellectual Property Rights in the Third Party Software are and remain the property of the relevant third party vendor, its suppliers and/or licensors; and

9. . all Intellectual Property Rights in the Services (excluding any Client Confidential Information and the Third Party Software) are and remain the property of nTrust, its suppliers and/or licensors.

10. Force Majeure

Except for non-payment of sums due under this Agreement, no Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, Covid-19, governmental action or any other event that is beyond the control of the Party in question.

11. Term and Termination

11. This Agreement shall come into force on the Commencement Date or, if earlier, the Services Start Date.

11. Where this Agreement is a Term Contract as set out in the Services Form then, unless terminated earlier in accordance with its terms, this Agreement shall continue for the Initial Term and thereafter, this Agreement shall be automatically renewed for successive periods of ninety (90) days (each a "Renewal Period").

11. Where this Agreement is a Time and Materials Contract as set out in the Services Form then, unless terminated earlier in accordance with its terms, this Agreement shall continue until the Services and the parties respective obligations have been completed.

11. Where this Agreement is a Term Contract, either Party may terminate this Agreement by giving the other Party at least 60 days written notice, such notice to expire at the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period.

11. Without affecting any other right or remedy available to it, either Party may immediately terminate this Agreement by giving written notice to the other Party if other Party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy it within twenty (20) Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

11. Without affecting any other right or remedy available to it, nTrust may terminate this Agreement with

immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen(14) days after being notified in writing to make such payment.

12. **Effects of Termination**

Upon the termination or expiry of this Agreement for any reason:

12. any and all sums due and owing to nTrust shall become immediately due and payable;
12. the Client remains bound by the Third Party Licences and responsible for all sums owed, or that become due, to the vendor of the Third Party Software;
12. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
12. each Party shall (except as required by law) immediately cease to use, either directly or indirectly, any Confidential Information of the other Party, and shall immediately return, destroy or permanently erase (as directed in writing by the other Party) any documents in its possession or control which contain or record any such Confidential Information; and
12. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect, including clauses 5 (Liability), 6 (Confidentiality), 7 (Data Protection), 9 (Intellectual Property), 12 (Effects of Termination), 17 (Non-Solicitation) and 23 (Law and Jurisdiction).

13. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. **Assignment and Sub-Contracting**

The Client shall not assign, transfer sub-contract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of nTrust. nTrust may assign, transfer sub-contract or deal in any other manner with any of its rights and obligations under this Agreement.

15. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

16. **Non-Solicitation**

The Client shall not, and shall ensure its Affiliates shall not, for the duration of this Agreement and for a period of 12 months after the termination or expiry of this Agreement, whether directly or indirectly, solicit or entice away or employ or engage or attempt to employ or engage any person who is, or has been, engaged as an employee, consultant or sub-

contractor of nTrust in the provision of the Services.

17. **Third Party Rights**

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18. **Notices**

All notices under this Agreement shall be in writing and shall be.

18. . delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18. . sent by email to the email addresses set out in the Services Form.

18. Notices shall be deemed to have been duly received:

18. . if delivered by hand, at the time the notice is left at the proper address;

18. . if sent by pre-paid first-class post or other next Business Day delivery service two (2) Business Days after posting; and

18. . if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (provided a delivery notification failure is not received). In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt; or

18. . on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

18. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. **Entire Agreement**

19. This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by written notice signed by the duly authorised representatives of the Parties.

19. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20. **Law and Jurisdiction**

20. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England.

20. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith)

shall fall within the jurisdiction of, and be settled by, the courts of England and Wales.