

# MJM Technology

## Customer Terms and Conditions

*Version 1.0 | Effective January 2025*

IT · Networking · Security

# 1. Application and Interpretation

## 1.1 Definitions

The following terms have the meanings set out below throughout this Agreement:

<b>"Acceptable Use Policy"</b>	The policy governing acceptable use of the Services, as published on MJM Technology's website and updated from time to time.
<b>"Agreement"</b>	These Terms and Conditions together with any Order, Schedule, or Statement of Work accepted by MJM Technology.
<b>"Agreement Date"</b>	The date on which an Order is accepted by MJM Technology in writing.
<b>"Commencement Date"</b>	The date on which the relevant Services, Hardware, or Support begins as specified in an Order.
<b>"Confidential Information"</b>	Any information disclosed by one Party to the other that is designated as confidential or that ought reasonably to be considered confidential given the nature of the information and the circumstances of disclosure.
<b>"Customer"</b>	The company or individual identified in an Order.
<b>"Customer Premises"</b>	Any premises controlled or operated by the Customer at which MJM Technology performs Services or delivers Hardware.
<b>"Data Protection Legislation"</b>	The UK GDPR, the Data Protection Act 2018, and any successor legislation, each as amended from time to time.
<b>"Early Exit Fee"</b>	A fee payable upon early termination by the Customer, calculated as: (a) for Services with no fixed minimum term: a flat fee equal to three (3) months' Fees for the affected Service(s); or (b) for Services with a fixed minimum term (such as third-party software licences including Microsoft 365): 100% of the Fees that would have been payable for the remainder of that fixed term. The applicable basis will be stated in the relevant Order.
<b>"Fees"</b>	All charges payable by the Customer to MJM Technology under this Agreement.
<b>"Good Industry Practice"</b>	The standards reasonably expected of a skilled and experienced provider of comparable services in the UK technology sector.
<b>"Hardware"</b>	Physical technology equipment listed in an Order, including but not limited to networking hardware, security appliances, servers, and end-user devices.
<b>"Intellectual Property Rights"</b>	Patents, trade marks, copyright, design rights, database rights, know-how, trade secrets, and all other intellectual property rights, whether registered or unregistered, anywhere in the world.
<b>"Managed Services"</b>	The ongoing monitoring, management, and/or security operations services described in Schedule 2.
<b>"NOC/SOC Partner"</b>	A third-party network operations centre or security operations centre engaged by MJM Technology to assist in delivering the Services.
<b>"Order"</b>	A signed order form, proposal, or statement of work accepted by both Parties.
<b>"PI Insurance"</b>	MJM Technology's professional indemnity insurance policy in force at the relevant time.
<b>"Professional Services"</b>	Project-based services including design, installation, configuration, and consultancy, as described in Schedule 4.
<b>"Services"</b>	Any or all of: Managed Services, Support, Professional Services, and any associated deliverables.
<b>"Support"</b>	Helpdesk and break-fix support services as described in Schedule 3.
<b>"Term"</b>	The duration of this Agreement as set out in clause 3.

<b>"Working Day"</b>	Monday to Friday, excluding UK public holidays.
<b>"Working Hours"</b>	09:00 to 17:00 on Working Days, unless otherwise stated in an Order.

## 1.2 Interpretation

Unless the context requires otherwise:

- (a) words in the singular include the plural and vice versa;
- (b) a reference to a statute includes all amendments and subordinate legislation made under it;
- (c) references to clauses and Schedules are to this Agreement;
- (d) headings are for convenience only and do not affect interpretation; and
- (e) 'including' and similar expressions are illustrative and do not limit the sense of the words preceding them.

## 1.3 Order of Precedence

In the event of any conflict between these Terms and Conditions, an Order, and a Schedule, the following order of precedence applies: (1) the Order; (2) the Schedule; (3) these Terms and Conditions.

## 2. Orders

- 1.2 Where the Customer places an Order, issues a purchase order, or provides written or electronic acceptance of a quote or proposal from MJM Technology, the Customer is deemed to have read, understood, and accepted these Terms and Conditions in full, whether or not a separate signature has been obtained. MJM Technology will include a reference to these Terms and Conditions on all quotes and order confirmations. For contracts with a monthly value exceeding £500 or a total project value exceeding £5,000, MJM Technology recommends (but does not require) that a countersigned Order form be obtained for additional evidential clarity.
- 1.3 MJM Technology reserves the right to decline any Order at its discretion.
- 1.4 Quotations are valid for thirty (30) days from date of issue and do not constitute an offer.
- 1.5 The Customer is responsible for ensuring all Order details are accurate before submission. Any material change to an accepted Order must be agreed in writing by both Parties and may result in additional Fees.
- 1.6 Where an Order references Hardware not yet procured, MJM Technology will not place the corresponding purchase order until payment in full has been received from the Customer (see clause 4.2).

## 3. Term and Rolling Contract

- 1.7 This Agreement commences on the Agreement Date and continues on a rolling monthly basis (the 'Term') unless terminated in accordance with clause 11.
- 1.8 Either Party may terminate this Agreement or any individual Service at the end of any calendar month by giving not less than thirty (30) days' written notice to the other Party.
- 1.9 Termination of one Service will not automatically terminate other Services, which shall continue in full force and effect.
- 1.10 MJM Technology may introduce fixed-term options in individual Orders. Where a fixed term is agreed, clause 3.2 shall be modified accordingly and any Early Exit Fee shall apply as set out in clause 11.3.

## 4. Price and Payment

## 4.1 Fees

- 1.11 All Fees are quoted in pounds sterling. MJM Technology is not currently VAT registered; if MJM Technology becomes VAT registered during the Term, reasonable prior notice will be given and VAT will be added to Fees at the prevailing rate from the date of registration.
- 1.12 MJM Technology reserves the right to increase Fees annually by notice in writing. Increases will not exceed the greater of: (a) the UK Retail Price Index (RPI) increase; or (b) any cost increase applied by a relevant third-party supplier.
- 1.13 Where an increase exceeds 5%, MJM Technology will give not less than thirty (30) days' prior written notice.

## 4.2 Payment Terms — Hardware

- 1.14 Hardware must be paid for in full on receipt of invoice and prior to MJM Technology placing any purchase order with its distributor.
- 1.15 MJM Technology will not order or reserve Hardware until cleared funds have been received. Title to Hardware passes to the Customer upon payment in full.

## 4.3 Payment Terms — Services and Support

- 1.16 Fees for Managed Services and Support are invoiced monthly in advance by direct debit.
- 1.17 All invoices for Services and Support are payable within fourteen (14) days of the invoice date.
- 1.18 Professional Services Fees are payable as set out in the relevant Order or Statement of Work.

## 4.4 Late Payment

- 1.19 If the Customer fails to pay any amount by its due date, MJM Technology may:
  - (a) suspend Services in accordance with clause 11.5;
  - (b) charge interest on the outstanding amount at 4% per annum above the Bank of England base rate, accruing daily; and/or
  - (c) recover reasonable debt collection costs.
- 1.20 All disputed invoices must be raised in writing before the due date. The Customer must pay any undisputed portion by the due date.

## 4.5 Direct Debit

- 1.21 Recurring monthly Services and Support Fees are collected by direct debit. If the Customer cancels a direct debit mandate without MJM Technology's consent, an administration charge of £15 per invoice will be applied until the mandate is reinstated.

## 5. Hardware Supply and Delivery

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- 1.22 Where Hardware is included in an Order, Schedule 1 (Hardware Supply) applies.
- 1.23 MJM Technology acts as a reseller of Hardware. Manufacturer warranties are passed through to the Customer to the extent permitted by the manufacturer.
- 1.24 Risk in Hardware passes to the Customer on delivery to the Customer Premises. Title passes on receipt of full payment (see clause 4.2).
- 1.25 The Customer must inspect Hardware on delivery and notify MJM Technology in writing of any damage or shortfall within five (5) Working Days. Failure to do so constitutes acceptance.
- 1.26 Delivery timescales are estimates only. MJM Technology is not liable for delays caused by distributors, manufacturers, or shipping carriers.

## 6. Delivery of Services

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- 1.27 Managed Services are provided in accordance with Schedule 2.
- 1.28 Support Services are provided in accordance with Schedule 3.
- 1.29 Professional Services are provided in accordance with Schedule 4.
- 1.30 MJM Technology may use NOC/SOC Partners and Hardware distributors to assist in delivering the Services. MJM Technology remains responsible for the acts and omissions of its sub-contractors as if they were its own.
- 1.31 MJM Technology will use reasonable endeavours to deliver Services in accordance with any service levels agreed in an Order. Where no specific service levels are agreed, MJM Technology will perform Services in accordance with Good Industry Practice.
- 1.32 The Customer may request additional services outside the agreed scope. Any such request will be subject to a separate Order and applicable Fees at MJM Technology's then-current rates.

## 7. Customer Obligations

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- 1.33 The Customer shall:
  - (a) provide MJM Technology with timely access to its premises, systems, and personnel as reasonably required to deliver the Services;
  - (b) designate a named point of contact with authority to give instructions and make decisions;
  - (c) ensure its computing environment meets the minimum technical requirements notified by MJM Technology from time to time;
  - (d) maintain and keep current all licences, consents, and permissions necessary for MJM Technology to perform its obligations;
  - (e) comply with all applicable laws and regulations, including Data Protection Legislation;
  - (f) use the Services only in accordance with the Acceptable Use Policy; and
  - (g) notify MJM Technology promptly of any change of control, ownership, or material change in the Customer's business that may affect the delivery of Services.
- 1.34 The Customer shall not, and shall ensure its users do not:
  - (a) use the Services for unlawful, fraudulent, or malicious purposes;
  - (b) introduce viruses, malware, or other harmful code into MJM Technology's systems or networks; or
  - (c) attempt to gain unauthorised access to any system, network, or data.
- 1.35 The Customer agrees to indemnify MJM Technology against all losses, costs, and liabilities arising from the Customer's breach of this clause 7.
- 1.36 Where MJM Technology's ability to deliver the Services is impaired by the Customer's failure to comply with this clause, MJM Technology shall not be in breach of this Agreement, may adjust delivery timescales accordingly, and may charge the Customer for any additional costs incurred.

## 8. Warranties

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- 1.37 Each Party warrants that it has the legal authority to enter into this Agreement and will comply with all applicable laws in performing its obligations.
- 1.38 MJM Technology warrants that it will perform the Services with reasonable care and skill and in accordance with Good Industry Practice.

- 1.39 Hardware is supplied subject to the relevant manufacturer's warranty only. MJM Technology gives no additional warranty in respect of Hardware beyond passing through manufacturer rights.
- 1.40 MJM Technology does not warrant that the Services will be uninterrupted or error-free. Where service credits are agreed in an Order, these are the Customer's sole remedy for service interruptions.
- 1.41 Any warranty claim regarding Services must be notified to MJM Technology in writing within ten (10) Working Days of the relevant event. MJM Technology's sole obligation for a valid warranty claim is, at its option, to re-perform the relevant Services or refund the Fees paid in respect of those Services.

## 9. Data Protection

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- 1.42 Both Parties shall comply with all applicable requirements of Data Protection Legislation.
- 1.43 To the extent MJM Technology processes personal data on behalf of the Customer in delivering the Services, MJM Technology acts as a Data Processor and the Customer acts as a Data Controller.
- 1.44 As Data Processor, MJM Technology shall:
- (a) process personal data only on the documented instructions of the Customer;
  - (b) ensure that persons authorised to process personal data are bound by appropriate confidentiality obligations;
  - (c) implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage;
  - (d) not engage any sub-processor without the Customer's prior written consent (general consent is hereby given in respect of MJM Technology's NOC/SOC Partners, subject to equivalent data protection obligations being imposed on those partners);
  - (e) assist the Customer in responding to data subject rights requests to the extent reasonably possible;
  - (f) notify the Customer without undue delay (and in any event within 72 hours of becoming aware) of any personal data breach; and
  - (g) on termination of the Agreement, at the Customer's choice, delete or return all personal data processed under this Agreement, unless applicable law requires retention.
- 1.45 The Customer warrants that it has all necessary rights and consents to transfer personal data to MJM Technology for processing in connection with the Services.
- 1.46 Each Party shall maintain records of its processing activities as required by Data Protection Legislation.
- 1.47 Where MJM Technology collects anonymous and aggregated usage statistics to improve its Services, such data shall not constitute personal data and may be retained and used by MJM Technology without restriction.

## 10. Intellectual Property

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- 1.48 MJM Technology and its licensors retain all Intellectual Property Rights in the Services, tools, methodologies, and any materials developed by MJM Technology in connection with this Agreement.
- 1.49 Any deliverables created specifically for the Customer as part of Professional Services shall be owned by the Customer upon full payment of the relevant Fees, except that MJM Technology retains the right to use its underlying tools, know-how, and pre-existing Intellectual Property Rights.
- 1.50 The Customer grants MJM Technology a limited, non-exclusive licence to use the Customer's data, systems, and materials to the extent necessary to perform the Services.
- 1.51 The Customer shall not reverse engineer, decompile, or copy any MJM Technology tools, software, or proprietary methodologies.

## 11. Termination and Suspension

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## 11.1 Termination for Convenience

1.52 Either Party may terminate this Agreement or any Service by giving thirty (30) days' written notice in accordance with clause 3.2.

## 11.2 Termination for Cause

- 1.53 Either Party may terminate this Agreement immediately on written notice if the other Party:
- (a) commits a material breach of this Agreement which (if capable of remedy) is not remedied within thirty (30) days of written notice;
  - (b) becomes insolvent, enters administration, or is subject to a winding-up order; or
  - (c) ceases or threatens to cease to carry on business.
- 1.54 MJM Technology may terminate immediately on written notice if the Customer fails to pay any sum due under this Agreement.

## 11.3 Early Exit Fee

- 1.55 If the Customer terminates a Service before the end of any minimum period specified in an Order, or terminates other than in accordance with clauses 11.1 or 11.2, the Customer shall pay MJM Technology an Early Exit Fee calculated as follows: (a) for rolling monthly Services with no fixed minimum term: a flat fee equal to three (3) months' Fees for the affected Service(s); or (b) for Services subject to a fixed minimum term as stated in an Order (including third-party software licences such as Microsoft 365, where MJM Technology is committed to a supplier for the duration of that term): 100% of the Fees that would have been payable for the remainder of that fixed minimum term.
- 1.56 The Parties agree that the Early Exit Fee is a genuine pre-estimate of MJM Technology's loss and is not a penalty.

## 11.4 Suspension

- 1.57 MJM Technology may suspend any or all Services with immediate effect (with or without prior notice) if:
- (a) the Customer fails to pay any amount due;
  - (b) MJM Technology reasonably believes the Services are being used for unlawful purposes;
  - (c) the Customer breaches the Acceptable Use Policy; or
  - (d) the Customer's use of the Services poses a risk of harm to MJM Technology's infrastructure or other customers.
- 1.58 Suspension does not affect the Customer's obligation to pay Fees for the period of suspension.

## 12. Effects of Termination

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- 1.59 On termination of this Agreement or any Service:
- (a) all outstanding Fees immediately become due and payable;
  - (b) any applicable Early Exit Fee becomes due and payable;
  - (c) each Party shall promptly return or destroy the other's Confidential Information; and
  - (d) MJM Technology will provide reasonable transition assistance for up to thirty (30) days at its standard rates, subject to continued payment of Fees.
- 1.60 Termination shall not affect any rights or obligations that have accrued prior to termination.
- 1.61 Clauses that by their nature should survive termination shall do so, including clauses 9 (Data Protection), 10 (Intellectual Property), 13 (Liability), and 15 (General).

## 13. Limitation of Liability

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- 1.62 Nothing in this Agreement limits or excludes either Party's liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded or limited by applicable law.
- 1.63 Subject to clause 13.1, MJM Technology's total aggregate liability to the Customer under or in connection with this Agreement (whether in contract, tort, or otherwise) shall not exceed the level of cover under MJM Technology's professional indemnity insurance policy in force at the time the claim arises. MJM Technology will maintain a minimum PI Insurance limit of £1,000,000 per claim throughout the Term.
- 1.64 MJM Technology shall have no liability for any:
- (a) loss of profits, revenue, or business;
  - (b) loss of data or corruption of data;
  - (c) loss of goodwill;
  - (d) indirect, special, or consequential loss; or
  - (e) loss arising from events outside MJM Technology's reasonable control, even if MJM Technology has been advised of the possibility of such losses.
- 1.65 Where MJM Technology's liability arises from the acts or omissions of a NOC/SOC Partner or Hardware distributor, MJM Technology's liability shall be limited to the amount it is able to recover from that third party.
- 1.66 The Customer is responsible for maintaining adequate backups of its data. MJM Technology is not liable for loss of data where the Customer has not maintained appropriate backups.

## 14. Dispute Resolution

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- 1.67 If a dispute arises, the Parties will use reasonable endeavours to resolve it through good faith negotiation.
- 1.68 If the dispute is not resolved within fifteen (15) Working Days of written notice, either Party may escalate the dispute to senior management for resolution within a further fifteen (15) Working Days.
- 1.69 If the dispute remains unresolved after the escalation period, either Party may commence legal proceedings.
- 1.70 Nothing in this clause prevents either Party from seeking urgent injunctive or other interim relief.

## 15. General

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### 15.1 Confidentiality

- 1.71 Each Party undertakes to keep the other's Confidential Information confidential and not to disclose it to any third party without prior written consent, except:
- (a) to its employees, contractors, and sub-contractors who need to know it for the purposes of this Agreement and who are bound by equivalent confidentiality obligations; or
  - (b) as required by law, regulation, or a court of competent jurisdiction.
- 1.72 This obligation of confidentiality survives termination of this Agreement for a period of three (3) years.

### 15.2 Force Majeure

- 1.73 Neither Party is liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control, including acts of God, pandemic, war, civil disorder, failure of third-party telecommunications networks, or acts of government. This clause does not apply to obligations of payment or confidentiality.

### **15.3 Assignment**

- 1.74 The Customer may not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without MJM Technology's prior written consent.
- 1.75 MJM Technology may assign or sub-contract its obligations, in whole or in part, to a third party (including NOC/SOC Partners), provided it remains responsible for the performance of those obligations.

### **15.4 Anti-Bribery**

- 1.76 Both Parties shall comply with the Bribery Act 2010 and all applicable anti-bribery and anti-corruption laws. Any breach of this clause shall be deemed a material breach of this Agreement.

### **15.5 Modern Slavery**

- 1.77 Both Parties shall ensure there is no modern slavery or human trafficking in their business operations or supply chains so far as is reasonably practicable.

### **15.6 Marketing**

- 1.78 The Customer consents to MJM Technology identifying the Customer as a client and, with the Customer's approval, publishing a case study or reference in relation to the Services provided.

### **15.7 Notices**

- 1.79 All notices under this Agreement shall be in writing and delivered by email. Notices sent by email are deemed received on the day of transmission during Working Hours, or on the next Working Day if sent outside Working Hours.

### **15.8 Entire Agreement**

- 1.80 This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, warranties, understandings, and agreements, whether written or oral.

### **15.9 Severance**

- 1.81 If any provision of this Agreement is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, or deleted if modification is not possible, without affecting the validity of the remaining provisions.

### **15.10 Waiver**

- 1.82 No failure or delay by either Party in exercising any right or remedy shall constitute a waiver of that right or remedy.

### **15.11 Governing Law**

- 1.83 This Agreement and any disputes arising from it shall be governed by the laws of England and Wales. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1 — Hardware Supply

*(Technology Hardware)*

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### 1. General

- 1.1 This Schedule applies where an Order includes the supply of Hardware. MJM Technology supplies a broad range of technology hardware from leading vendors and will advise the Customer on appropriate products for their requirements.
- 1.2 MJM Technology acts as a reseller and does not manufacture Hardware. All Hardware is supplied subject to the relevant manufacturer's warranty terms, which are passed through to the Customer.

### 2. Payment Before Order

- 1.3 MJM Technology will not place a purchase order with its distributor until cleared payment for the Hardware has been received in full. No delivery date will be confirmed until this payment is received.
- 1.4 Where the Customer cancels a Hardware Order after payment but before dispatch, MJM Technology will use reasonable endeavours to cancel the purchase and refund the Customer, less any restocking fees charged by the distributor.

### 3. Delivery

- 1.5 Delivery dates are estimates only and are subject to distributor and manufacturer availability. MJM Technology is not liable for delays caused by third parties.
- 1.6 The Customer must inspect Hardware on delivery and notify MJM Technology of any damage, shortage, or non-conformity within five (5) Working Days of delivery. Failure to do so constitutes acceptance.
- 1.7 The Customer is responsible for ensuring the delivery address is accessible and that suitable facilities are available to receive Hardware.

### 4. Title and Risk

- 1.8 Title to Hardware passes to the Customer upon receipt of payment in full.
- 1.9 Risk in Hardware passes to the Customer on delivery to the Customer Premises.
- 1.10 Until title has passed, the Customer shall keep the Hardware identifiable as MJM Technology's property, insured at full replacement value, and shall not pledge or encumber it.

### 5. Warranty

- 1.11 Hardware is covered by the manufacturer's standard warranty. The Customer should register Hardware directly with the manufacturer where required.
- 1.12 MJM Technology will assist the Customer in pursuing valid warranty claims against the manufacturer or distributor but is not itself responsible for Hardware defects beyond those attributable to MJM Technology's own negligence.
- 1.13 Warranties are void if Hardware is modified, misused, or used contrary to the manufacturer's instructions.

### 6. Installation

- 1.14 Where installation or configuration of Hardware is included in an Order, it shall be treated as Professional Services and Schedule 4 shall apply.

## Schedule 2 — Managed Services

*(Monitoring, SOC, Device Management)*

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### 1. Scope

- 1.15 Managed Services may include any or all of the following, as specified in an Order:
- (a) network monitoring and alerting across the Customer's managed infrastructure;
  - (a) security monitoring, threat detection, and incident response across managed security infrastructure;
  - (b) device management, patching, and configuration management;
  - (c) security operations centre (SOC) services, delivered in whole or in part by MJM Technology's NOC/SOC Partners; and
  - (d) regular reporting and management information.

### 2. Service Delivery

- 1.16 Unless otherwise stated in an Order, MJM Technology will deliver Managed Services during Working Hours only (09:00–17:00, Monday to Friday, excluding public holidays). Out-of-hours coverage is available only where MJM Technology has explicitly engaged a third-party NOC/SOC Partner to provide such coverage and this is expressly stated in the Order.
- 1.17 'Scheduled Downtime' means planned maintenance windows, notified to the Customer with reasonable advance notice. Scheduled Downtime does not count towards any service level calculations.
- 1.18 MJM Technology may engage NOC/SOC Partners to deliver elements of the Managed Services. MJM Technology remains the Customer's primary point of contact and retains overall responsibility.

### 3. Service Levels

- 1.19 Where service levels are agreed in an Order, MJM Technology will report against those levels monthly.
- 1.20 Where applicable, service credits will be the Customer's sole and exclusive remedy for failure to meet agreed service levels.
- 1.21 Service levels are subject to the Customer fulfilling its obligations under clause 7 of the Terms and Conditions.

### 4. Customer Access and Cooperation

- 1.22 The Customer shall grant MJM Technology and its NOC/SOC Partners appropriate remote and (where required) physical access to systems and devices under management.
- 1.23 The Customer shall promptly inform MJM Technology of any changes to its IT environment that may affect the delivery of Managed Services.

### 5. Fees

- 1.24 Managed Services Fees are charged monthly in advance by direct debit and are payable within fourteen (14) days of invoice.
- 1.25 Overuse beyond agreed service scope will be charged at MJM Technology's then-current rates.

## Schedule 3 — Support Services

(Helpdesk & Break-Fix)

### 1. Overview

- 1.26 Support Services provide the Customer with access to MJM Technology's helpdesk and break-fix capabilities as specified in an Order.
- 1.27 Support is available during Working Hours unless an extended support window is agreed in writing.

### 2. Scope of Support

- 1.28 Support includes:
  - (e) first and second line helpdesk support via telephone, email, and/or ticketing portal;
  - (f) remote diagnosis and resolution of faults with supported Hardware and Services;
  - (g) break-fix services for Hardware, subject to the terms of clause 2.3; and
  - (h) liaison with manufacturers and third-party vendors on the Customer's behalf.
- 1.29 Support does not include:
  - (i) faults caused by the Customer's own actions or third-party systems not under MJM Technology's management;
  - (j) hardware physically damaged by accident, misuse, or environmental factors;
  - (k) software or systems not listed in an Order; or
  - (l) new installations or configuration changes (which are Professional Services under Schedule 4).
- 1.30 On-site support visits are included only where expressly stated in an Order. Where MJM Technology attends on-site and no fault is found, reasonable attendance charges may apply.

### 3. Support Tiers

Support tiers and associated response times will be defined in the relevant Order or Service Description. The following indicative tiers apply unless otherwise agreed:

Priority	Description	Response Time	Target Resolution
<b>P1 — Critical</b>	Complete outage / security breach	1 hour	4 hours
<b>P2 — High</b>	Significant degradation of service	2 hours	8 hours
<b>P3 — Medium</b>	Partial impact, workaround available	4 hours	2 Working Days
<b>P4 — Low</b>	General enquiries / minor issues	1 Working Day	5 Working Days

### 4. Fees

- 1.31 Support Fees are charged monthly in advance by direct debit and payable within fourteen (14) days of invoice.
- 1.32 Where work is performed outside Working Hours at the Customer's request, additional charges at 1.5x the standard rate (Monday–Saturday) or 2x (Sundays and Bank Holidays) will apply.

## Schedule 4 — Professional Services

*(Installs, Configuration & Projects)*

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### 1. Scope

- 1.33 Professional Services include design, installation, configuration, migration, testing, training, and consultancy services as set out in an Order or Statement of Work.
- 1.34 Each engagement will be governed by a Statement of Work detailing scope, deliverables, timescales, and Fees.

### 2. Delivery

- 1.35 Professional Services will be performed remotely wherever reasonably practicable. Where on-site attendance is required, this will be stated in the Order.
- 1.36 Scheduling is subject to the availability of MJM Technology's engineers. MJM Technology will use reasonable endeavours to meet agreed timescales but is not liable for delays caused by factors outside its control.
- 1.37 Work performed outside Working Hours at the Customer's request will attract additional charges as set out in the Order or at MJM Technology's then-current rates.

### 3. Customer Responsibilities

- 1.38 The Customer shall:
- (m) review and approve the Statement of Work prior to signing an Order;
  - (n) provide timely access to premises, systems, and relevant personnel;
  - (o) ensure data is fully backed up before any installation or migration work commences;
  - (p) obtain all necessary third-party consents before work begins; and
  - (q) provide a health and safety briefing where work is performed on-site.
- 1.39 Where a Customer failure or delay causes MJM Technology to incur additional costs or reschedule resources, those costs will be charged to the Customer at MJM Technology's standard rates.

### 4. Acceptance

- 1.40 Professional Services are deemed accepted when MJM Technology notifies the Customer that the work is complete. The Customer has five (5) Working Days to raise any material non-conformity in writing.
- 1.41 Failure to raise a non-conformity within this period constitutes acceptance.

### 5. Cancellation

- 1.42 Where the Customer cancels or reschedules Professional Services with less than five (5) Working Days' notice, MJM Technology may charge a cancellation fee of up to 50% of the value of the cancelled work.

### 6. Fees

- 1.43 Professional Services are charged at the rates set out in the Order, either on a fixed-price or time-and-materials basis.
- 1.44 Time-and-materials work is invoiced monthly in arrears or on completion, as agreed. Fixed-price work is invoiced as set out in the Statement of Work.

1.45 All Professional Services invoices are payable within fourteen (14) days.