



IT SUPPORT 2017

Service Description - Support Plan 1, 2 & 3

[Abstract](#)

This document highlights the terms, conditions, key inclusions and exclusions of the IT Support products provided by NP Projects Ltd

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NP Projects offer a range of services from Business IT Support to Communications and Security Solutions. This document covers the service description and terms and conditions for our IT Support Plans.

Please note, this document should not be used in reference to our Legacy IT Support product, offered before April 2017.

NP Projects offers support plans with a 12-month minimum term agreement as standard. We offer three plans, which we have built with small and medium business in mind. Our services are cloud ready, offer unlimited contact with our support team and include essential services, such as backup software and anti-virus & anti-malware software and services.



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Support Plans - Overview

Plan 1

- Remote Support Only
- Industry Leading Remote Management and Monitoring Software
- Industry Leading Anti-virus and Anti-malware software
- Server Backup Software (with cloud backup available)
- Access to support engineers Monday to Friday 8:30am to 5:00pm with our standard SLA target
- Annual Technology Roadmap planning session with one of our consultants

Plan 2

- Remote & On-Site Support
- Industry Leading Remote Management and Monitoring Software
- Industry Leading Anti-virus and Anti-malware software
- Server Backup Software (with 60GB of cloud backup storage included)
- Access to support engineers Monday to Friday 8:30am to 5:00pm with our standard SLA target
- Annual Technology Roadmap planning session with one of our consultants
- Access to our virtual CIO service to assist with technology related business decision making or solution planning (4 hours included)

Plan 3

- Remote & On-Site Support



- Industry Leading Remote Management and Monitoring Software
- Industry Leading Anti-virus and Anti-malware software
- Server Backup Software (with 100GB of cloud backup storage included)
- Access to support engineers Monday to Friday 8:30am to 5:00pm with our enhanced SLA target
- Annual Technology Roadmap planning session with one of our consultants
- Access to our virtual CIO service to assist with technology related business decision making or solution planning (8 hours included)



Service Level Agreement

Incident Classification

To minimise the impact on our customers' business from IT system failures, support incidents or requests are prioritised by NP Projects on their severity. The severity of support incidents or requests has been classified as follows;

Business Critical

An incident that causes severe disruption to your business operations including work of key departments or key staff. The incident maybe the result of a severe system malfunction or failure of hardware or software systems. Examples could be the loss of a production PC, or the inability to access Business Critical IT services or data, or if a substantial portion of your business critical data is at a significant risk of loss or corruption.

Non Business Critical

An incident that would not cause severe disruption to your business operations; it may result from the total or temporary loss of Non-Critical services or data, or the inability of a group or department to access services or data that does not significantly impact business operations. Non-Critical failure also includes the loss of production services or data, provided it affects only one or two key staff or where a temporary workaround is available and business operations can continue in a restricted fashion.

Low Priority and Non-Technical Requests

Incidents that do not result in loss of service or loss of access to data, examples include where the user can continue using the software but partial non critical loss of software functionality has occurred, or where the operation of some software components are impaired, or where requests for advice on software features or applications are made. Non-Technical requests include cosmetic issues, such as errors in documentation or request for reports or statistics.



Plan 1

We operate strict response times within this SLA to provide our Customers a dependable response to incidents or support requests. Within the response time work will commence to resolve the incident or fulfil your support request. The response time to an incident is solely dependent upon the incident severity and not dependent upon the work being carried out remotely or on-site.

The response time is measured as the difference in working hours from the time the incident or support request is received, to the time within which work by one of our engineers will begin to resolve the incident or fulfil the support request.

NP Projects also understands the importance of keeping customers updated with progress regarding their incident, to fulfil this requirement this SLA also provisions that customers will receive scheduled progress updates on their open incidents. Progress updates will be given either by phone, a voicemail message or Email in that sequence, to the person who reported the incident. The frequency of progress updates is set by the incident severity classification. Under Plan 1 support where NP Projects decide a site visit is necessary authorisation from the customer will be requested - on site work under Plan 1 is billable at our standard engineering rate.

Response Time and Incident Classification

Within 15 minutes during normal office hours, all reported incidents or system generated incidents will be logged into the incident management system and classified as to their severity and prioritised by NP Projects as follows;

Business Critical Incidents

- Within 90 minutes, work by our engineers will commence to resolve business critical incidents.
- For business critical incidents, every 90 minutes the customer will be provided with an incident progress update.



Non Business Critical Incidents

- Within 2 hours, work by our engineers will commence to resolve business critical incidents.
- For business critical incidents, every 2 hours the customer will be provided with an incident progress update.

Low Priority and Non-Technical Requests

- Within 8 hours, work by our engineers will commence to fulfil Low Priority incidents or Non-Technical requests.
- For Low Priority incidents or Non-Technical requests, the customer will be provided with a progress update every 8 hours.

Due to the nature of providing IT Support services for software and hardware issues, including hardware failure, it is not feasible to provide a guaranteed fix time.

Plan 2 & Plan 3

We operate strict response times within this SLA to provide our Customers a dependable response to incidents or support requests. Within the response time work will commence to resolve the incident or fulfil your support request. The response time to an incident is solely dependent upon the incident severity and not dependent upon the work being carried out remotely or on-site.

The response time is measured as the difference in working hours from the time the incident or support request is received, to the time within which work by one of our engineers will begin to resolve the incident or fulfil the support request.

NP Projects also understands the importance of keeping customers updated with progress regarding their incident, to fulfil this requirement this SLA also provisions that customers will receive scheduled progress updates on their open incidents. Progress updates will be given either by phone, a voicemail message or Email in that sequence, to the person who reported the incident. The frequency of progress updates is set by the incident severity classification.



Response Time and Incident Classification

Within 15 minutes during normal office hours, all reported incidents or system generated incidents will be logged into the incident management system and classified as to their severity and prioritised by NP Projects as follows;

Business Critical Incidents

- Within 60 minutes, work by our engineers will commence to resolve business critical incidents.
- For business critical incidents, every 60 minutes the customer will be provided with an incident progress update.

Non Business Critical Incidents

- Within 2 hours, work by our engineers will commence to resolve business critical incidents.
- For business critical incidents, every 2 hours the customer will be provided with an incident progress update.

Low Priority and Non-Technical Requests

- Within 8 hours, work by our engineers will commence to fulfil Low Priority incidents or Non-Technical requests.
- For Low Priority incidents or Non-Technical requests, the customer will be provided with a progress update every 8 hours.

Due to the nature of providing IT Support services for software and hardware issues, including hardware failure, it is not feasible to provide a guaranteed fix time.



Description of Services

Overview

Plan 1, 2 & 3 Support provides for remote diagnostics and repairs of hardware and software problems on PC's and PC network. Plans 2 & 3 offer onsite visits to carry out these activities as follows;

- Support of PC software including Microsoft operating systems and Microsoft Office suite.
- Diagnostics and troubleshooting of hardware faults and failures on PC's, network equipment and periphery devices such as wireless access points, backup devices, printers, plotters or scanners.
- Support is provisioned within an SLA which includes specified response times and customer incident updates.
- Assistance with third party IT Services such as Email and internet access and third party software.
- If the problem cannot be resolved remotely an on-site visit will be arranged at no additional charge for customers on Plan 2 or 3. For customers on Plan 1, an additional charge will be levied at a rate of £70 per hour, with a minimum charge of 30 minutes.
- Visits to customer sites outside of our normal operating area will incur a mileage rate of 45p per mile.

Under this agreement the Customer is obligated to provide NP Projects on-site assistance with remote diagnostics and to provide reasonable on-site activities to help restore the operation of the Equipment, under instruction from NP Projects.



Remote Support Facilities

Help desk & technical advice

Help Desk facilities and technical advice are provided on the Equipment under support and covers both software and hardware issues. Our help desk is available between 08:30 till 17:00 hours, Mon to Fri inclusive, excluding English bank holidays.

Remote log-in assistance

NP Projects uses remote assistance software, which provides secure encrypted connectivity to Customers systems, to enable remote assistance, diagnostics and maintenance activities on the Equipment.

Incident logging system

Incidents can be logged by the Customer over the phone or via Email or by NP Projects staff, or by the automated server monitoring system. The incident logging system automatically generates a ticket reference number, keeps track of incident response times, incident open times and also provides alarms to help maintain support statistics within the SLA. All active incidents are displayed on large wall screens to give a departmental view of open incidents. The logging system also provides incident history and is able to show trends and generate reports.

Software

Support from Plans 1, 2 & 3 includes support for the following Microsoft software applications and systems.

- Microsoft desktop operating systems
- Microsoft Office suite
- Microsoft server operating systems (where server support is provided)

Support for other third party software will be provided on a 'best effort' basis. Where the customer has a support agreement in place for third party software, we will interface with the support provider on your behalf.



Virus & Software infections

Software viruses and software infections (including Ransomware) can easily spread, all NP Projects Support Plans include our recommended, industry leading software security solution. The software used is subject to change without notice and the license remains property of NP Projects.

Using security Software does not guarantee infection prevention! NP Projects recommends customers remain vigilant and contact our support desk if any infection is suspected.

Software Updates and System Patches

System updates and software patches other than automated software manufacturer updates are applied to our test environment before being implemented on Customers systems. This is done in an attempt to minimise unexpected impacts on Customers systems however it is not possible to guarantee that updates or patches will not cause or result in a problem or system failure.

System Patching is remotely controlled and monitored.

Hardware

All three support plans cover standard network equipment and peripheral devices. They are supported for troubleshooting, availability and configuration including;

- Basic Broadband routers
- Basic network switches & cabling infrastructure
- Periphery devices such as printers, plotters, scanners, fax machines, backup devices and wireless access points.

Advanced hardware, network equipment and configurations can be supported under separate arrangement.



Server Monitoring

Server Monitoring is provided using an automated system using remote monitoring software which provides operating statistics on your server 24/7. Statistics are updated every 30 seconds and displayed on wall screens to provide alarms and indications of developing technical issues.

Server monitoring enables us to be proactive and assists in providing a high level of service to our customers. The ability to obtain monitoring statistics is dependent upon the availability of a remote working connection to the server.

NP Projects 24/7 Server monitoring system includes the following statistics and alarms; CPU usage, Free hard-drive space, Memory usage, Data Backup, Critical alerts, Virus updates successful, Directory & DNS Server and Security Log critical errors.

Server Administration

Server Administration includes the following activities; server and network health checks, assessment of real time server performance stats, event and backup logs, antivirus definitions, approval and deployment of security patches and other remotely accessible server and network parameters.

Other administration activities include the updating of user accounts, Windows active directory, shared folder settings and shared printers, resets of passwords, Email redirection or modification.

On-site Visits

If an incident cannot be resolved remotely within a reasonable period of time, or where the diagnosis or repair of an incident would be difficult or impractical to be carried out remotely, an onsite visit will be arranged for customers on Plan 2 or 3. Customers on Plan 1 can utilise our on-site service, subject to additional charges.

Visits outside of our normal operating hours are chargeable at an additional rate.



Return to Base Repairs

Where NP Projects deem it prudent or necessary, equipment maybe removed from site to be repaired back at NP Projects premises, reasons for this decision may include;

- If whilst on-site NP Projects determine an incident cannot be repaired on-site within a reasonable period of time or parts or materials are required. The engineer whilst on-site will disconnect the Equipment and return with it to NP Projects.
- If following remote diagnostics, NP Projects determine it unlikely a site visit would be beneficial, for instance where the equipment is dead or parts are required. The Equipment will be collected for repair either by an external express courier or by one of our engineers.

Where NP Projects determine collection by a courier is appropriate, the customer will be required

to disconnect the Equipment under instruction from NP Projects.

Where a PC is being collected for repair all software discs or licences will need to be made available for collection. Delays in repairing the Equipment and charges for additional software may result from the inability of the customer to provide the necessary software.

There is no need to package the Equipment for currier collection.

Note: NP Projects cannot install illegal or unlicensed software.

Where parts are required, NP Projects will provide the Customer an estimate for parts so the customer can determine if the Equipment is to be repaired or replaced. PC repairs or rebuilds can take some time to complete dependent upon the number of applications to be loaded and the amount of data to be restored, due to the nature of this work, it is not always possible to give a repair time to complete a PC repair or rebuild.



PC Repairs

During a PC repair the following may apply;

- It may be necessary to delete all data and applications.
- In order to reinstall applications, the customer will need to provide application media with a valid licence key for the rebuild. NP Projects cannot install illegal software.
- The latest backup may need to be provided by the customer for NP Projects to restore the data.
- The Customer will bear the cost for any charges that maybe incurred by third party suppliers resulting from the repair.

Upgrades, Equipment replacements or Equipment installations are not included within a PC repair. The timescales for repairs will be carried out in accordance with SLA response times or can be deferred at the request of the customer.

Server Repairs

Server repairs are subject to a subscription to a support plan including server support.

During a server repair or rebuild the following may apply;

- It may be necessary to delete all data and applications.
- In order to reinstall applications, the customer will need to provide application media with a valid licence key for the rebuild. NP Projects cannot install illegal software.
- The latest backup may need to be provided by the customer for NP Projects to restore the data.
- The Customer will bear the cost for any charges that maybe incurred by third party suppliers resulting from a server repair or rebuild

Server upgrades, equipment replacements or equipment installations are not included as part of Server support plan. The timescales for server repairs will be carried out in accordance with SLA response times or can be deferred at the request of the customer. Following a server repair at NP Projects premises, NP Projects will request a site visit to install and test the server.



Under server support plans, there are no additional charges for server repairs or rebuilds either onsite or at NP Projects premises, provided the work is carried out during normal support hours.

Work done outside these hours will be charged at our premium rate.

Installations

The Customer can request a PC install following the purchase of a PC either from NP Projects or another supplier.

Installation of any additional service, software, hardware or configuration is not included in our support plans and is charged separately. In addition, where time or complexity requirements dictate, additional consultancy may be required. Plans 2 & 3 include a specified number of consultancy hours, additional hours required will be specified on the job quotation.

Internet Connectivity Support

Support for internet access is provided on all plans; however, we have no direct control of Broadband lines and ISP provided services. Our ability to resolve internet access issues can be dependent upon the response of your Internet Service Provider, we will however aim to resolve any issues as soon as reasonably practicable.

Broadband and Internet connectivity services provided by NP Projects are subject to a separate service level agreement.

Email

Remote support of Email issues are provided, where necessary we will remotely progress Email problems through your third party provider or ISP, or until it is shown that the Email problem is the result of equipment or software not covered under your support plan.



Services procured or subscribed to by the customer from NP Projects are subject to additional terms and conditions, depending on the platform of the service. These can be provided on request.

Mobile Devices

Mobile Devices, such as smart phones, tablets, wearables and mobile broadband equipment can be supported subject to additional subscription. Basic email configuration can be remotely provided to support plan customers at no additional charge. Device support agreements can begin at any point throughout your agreement and are subject to the remaining minimum term of your support plan.

Backup

Backup Software for your servers is provided at no additional cost to customers subscribing to an NP Projects support plan. The software provided is subject to change. Customers will need to provide or purchase a suitable backup disk for each device to be backed up. NP Projects recommend backing up to the 'cloud'.

Support Plans 2 & 3 include some cloud storage, in our European datacentres as standard. Additional storage is available at low rates to encourage a strong backup policy.

Essential Requirements

To enable the provision of all support services and facilities included within your support service SLA, the following requirements are essential;

- Antivirus protection using our recommended and provided software is required for all compatible items of Equipment
- A Broadband connection (ADSL 20:1 or better) is required for remote support and diagnostics
- Data Backup using our provided software solution

Following the onboarding IT audit, if any of these essential requirements require attention, NP Projects will make recommendations to this effect. The Customer will have the final decision



whether to implement the recommendations, however until such time as these requirements are met, it may not be possible to provide support services to the full extent of this SLA.

Costs incurred for materials or labour in providing these essential requirements are not included within all support plans. Please seek advice from your Account Manager.

Pre-existing Issues

NP Projects will support pre-existing issues with the Equipment. Support of Pre-existing issues is on the understanding that the Customer, finance permitting agrees to implement our reasonable recommendations to correct these issues within an agreed timescale from the commencement date of support services. The Customer understands any unresolved pre-existing issues may inhibit the ability of NP Projects to fulfil all of its obligations under this SLA and that the level of service provided is that which is reasonably practical under the circumstances.

Changes and Significant Exclusions

A Change Request is a request to change, modify or cease an IT service, or to add new services or new items of equipment or software that may have the potential to impact existing services.

Change Requests also include the creation or removal of user accounts and changes to Windows active directory or network security settings, or the modification of mailbox security settings.

Because of the potential impact Change Requests can have on services or IT security, Change Requests require the completion of a "change control form" signed by authorised persons from both parties to this agreement in order to be implemented. Change Requests may be originated by either party.



Where NP Projects originates a Change Request, we shall provide with the Change Request an assessment the proposed changes may have upon services, or the systems, or operations of the Customer, including any additional charges, or effects on other terms of this Agreement.

Where the Customer originates a Change Request, NP Projects shall provide the Customer, within

21 days of receiving the Change Request, the assessment specified above. Save where otherwise stated in this Agreement, neither party shall be obliged to agree a Change Request originated by the other.

The costs of implementing a Change Request shall be borne as set out in the Change Order. NP Projects shall be entitled to charge the Customer for work undertaken by NP Projects in analysing the effect of any proposed Change Request. Where NP Projects wishes to make a charge for carrying out such analysis, we will first notify the Customer in writing, in order to allow the Customer to choose whether or not to authorise NP Projects to proceed with the analysis of the Change Request.

Changes required or implemented as a result of third party intervention, shall be subject to additional charges where NP Projects are not notified. For example, if a customer changed broadband suppliers and because of this service is lost or disrupted, all engineering work required at restore service will be subject to our usual hourly rates.

NP Projects reserves the right to make changes without notice to customer equipment or configurations which are necessary as a result of (but not limited to);

- Statutory Requirements
- Security Concerns or Issues
- Safety Requirements

The support plan is subject to a minimum term as defined in your agreement. Cancellation of any plan or service is subject to all outstanding invoices and charges being paid in full.



NP Projects can cease any support agreement with 30 days' notice provided to the primary account contact or senior management personnel within the customer organisation.

NP Projects shall be entitled to make additional charges for excluded items, or services in accordance with its charging rates. Unless otherwise agreed in writing by NP Projects, support activities required as a result of any of the following are not included;

- The supply or installation of additional hardware or software, (unless the software is an operating system covered under a PC repair or rebuild)
- Parts and materials are provided at additional costs.
- Costs to upgrade the hardware or software on PC's or network equipment, including the installation of additional RAM or hard drives or upgrades to PC operating systems.
- Software training except where quoted for as part of a project.
- Faults or issues due to the installation or removal of software or hardware, or changes to the equipment undertaken by the Customer or any third party authorised by the Customer.

Projects and Installations

Project work is defined as scheduled remote or onsite work other than that specified under your support agreement and can include the installation, upgrading or changes to hardware or software systems.

The following items are categorised as project work:

- Installation and configuration of hardware or software platforms
- Equipment installation or upgrades
- Office moves, network migrations
- Configuration of software e.g. Sharepoint set up
- Architecture redesign (e.g. routing changes, domain changes)
- Group policy changes
- Auditing, Payment Card Industry (PCI) compliance, Financial legislation (SOX) compliance



- Disaster Recovery planning
- Security penetration testing
- Installation or changes to premises cabling infrastructures

Pricing Changes

Pricing is fixed at the rate agreed on the agreement document, for the duration of the support agreement. Outside of the term set out in the agreement document, the support plan is subject to increase at the most recently published Consumer Price Index Inflation rate at the time of renewal.

Updates to this Document

Updates are periodically released for this document and are available on our website. Updates may be related to service level or product offering and are subject to change without notice.

Minimum Term and Renewal

The minimum term agreement for Business IT Support Services is displayed on the Signed IT Support Agreement. Clients may opt to cancel between 30 and 40 days before the end of the agreement. Clients may extend their agreement at any time throughout the minimum term to lock existing pricing.

Agreements will auto-renew onto an annual agreement after the initial term. Pricing is subject to change in accordance with CPI rate at this point.



Terms and Conditions

NP Projects Obligations

1.1 In consideration for payment of the Support Charges by the Customer. NP Projects warrants and undertakes to the Customer to provide the agreed Support Services during the Period of Cover upon the terms and conditions of this agreement.

1.2 To perform the Support Services and related work with reasonable care and skill using appropriately qualified and trained staff.

1.3 To perform work activities within our competency on Excluded Items within a reasonable time of being so requested.

1.4 NP Projects does not warrant that the Support Services or any work carried out by NP Projects will cause the equipment to operate without interruption or error.

1.5 NP Projects does not warrant to maintain or repair the Equipment where the supplier or manufacturer has ceased to supply parts for the Equipment.

1.6 In the case of any cessation in supply where NP Projects deems it necessary, the Customer will be given written notice to upgrade the equipment with a suitable replacement for the item in question, or have the item removed from the equipment covered under the Support Agreement.

Customer's Obligations

2.1 The Customer warrants and undertakes to NP Projects that it has full power and authority to enter into this agreement and permit NP Projects to perform the agreed Support Services on the Equipment.

2.2 The Customer undertakes to indemnify and hold harmless NP Projects against any loss or damage that NP Projects may suffer as a result of a breach by the Customer of clause 2.1

2.3 To take appropriate steps to maintain and safeguard the Equipment or adopting other appropriate security or maintenance procedures.

2.4 To provide relevant information regarding the Equipment under support and to notify NP Projects of any changes that would affect our ability to provide Support Services under this agreement.



- 2.5 The Customer is responsible for the security and storage of all data.
- 2.6 To provide, persons authorised by NP Projects with on-site access to the Equipment or remote access to the software systems as may reasonably be required for the purpose of performing our obligations under this agreement.
- 2.7 The Customer shall take reasonable care to ensure the safety of NP Projects personnel or representatives whilst on-site.
- 2.8 To provide assistance to NP Projects for the purpose of remote diagnosis or to carry out reasonable activities on the Customers Site under instructions of NP Projects, to enable NP Projects to fulfil its obligations under this agreement.
- 2.9 To report faults promptly to NP Projects
- 2.10 To carry out necessary back-up activities and keep full back-up copies of Customer data.
- 2.11 To maintain adequate and up to date anti-virus software with a valid licence on relevant Equipment.
- 2.12 To obtain the consent of third parties for NP Projects to use Third Party Software Applications, documentation products and other materials which the Customer is permitted to use and is required by NP Projects to fulfil its obligations under this agreement.

Excluded Items

- 3.1 The following are not included within support services;
- 3.2 The installation of any additional hardware or software
- 3.3 The costs for parts and materials.
- 3.4 Costs to upgrade the hardware or software on the Equipment.
- 3.5 The correction of any fault or incident due to neglect or misuse of the Equipment by the Customer.
- 3.6 Faults or issues due to changes to the equipment undertaken by the Customer or any third party authorised by the Customer, including installation or removal of software or hardware.
- 3.7 Faults or issues due to the failure of the Customer to maintain the necessary environmental conditions for the Equipment as specified by the manufacturer.
- 3.8 The cost of supplying or installing consumable items such as printer cartridges, fax paper, replacement batteries etc.



3.9 NP Projects shall be entitled to make additional charges for any such excluded items or services in accordance with our standard charging rates from time to time in force.

Payments

4.1 The customer will from the commencement date.

4.2 Pay the support charges plus VAT in advance by monthly direct debit unless otherwise agreed.

4.3 Payment shall be made either on the 1st or the 15th of the month as agreed. The first payment date will become the commencement date for the start of support services.

4.4 Receive written confirmation of any changes in Support Charges as a result of increases or decreases in the number of Equipment items under support, changes to the Period of Cover, or changes to the number of services provided.

4.5 Agree to pay compound interest monthly on any outstanding Service Charges after the due payment date at 1.5% above the Bank of England rate.

4.6 No refund of any part of the Support Charge will be given once the agreement is in force.

4.7 Time for payment of all sums due to NP Projects pursuant to this Agreement shall be of the essence.

Limitation of Liability

5.1 In so far as permitted by law NP Projects excludes all conditions, warranties, guarantees and representations, expressed or implied, whether by statute, common law or otherwise in relation to its performance, late performance or non-performance of the services or additional services supplied to the Customer.

5.2 The liability to the Customer for death or personal injury caused by the negligence of NP Projects staff, agents or subcontractors shall be unlimited.

5.3 NP Projects accepts no liability for any indirect loss or speculative damages whether consequential or incidental, including corruption or loss of data or software, loss of business revenue or profits, loss of anticipated savings or goodwill.

5.4 NP Projects will accept liability to the Customer in respect of damage to tangible property resulting from the negligence of NP Projects or that of its employees, that the total cost for



any one claim or series of connected claims resulting from the provision of support services under this agreement or the provision of additional services will not exceed £500,000.

5.5 NP Projects shall not be liable to the Customer or be deemed to be in breach of its obligations under this agreement for the consequences of any acts or omissions of the Customer, its employees or agents or other third party suppliers or manufacturers engaged by or on behalf of the Customer.

5.6 These liability limitations shall be governed by and construed in accordance with the Laws of England and Wales.

Intellectual Property Rights

6.1 In the absence of prior written agreement to the contrary, all Intellectual Property created by NP Projects or any employee, agent or sub-contractor of NP Projects in the course of performing the services shall vest in NP Projects.

6.2 Unless stated expressly in writing in this Agreement, neither party will acquire any ownership, interest in or licence of the other's Intellectual Property by virtue of this Agreement.

Suspension or Termination

7.1 NP Projects at its sole discretion may suspend the provision of services or terminate this agreement without liability to the Customer for any of the following;

7.2 The Customer fails to make due payments.

7.3 The Customer has presented a petition for bankruptcy, or resolution or other steps are taken for the winding up of the business (except than for the purpose of solvent amalgamation or reconstruction) or a receiver or liquidator has been appointed, or if the customer enters into an arrangement with its creditors or is unable to pay its debts or is deemed insolvent.

7.4 If the customer is in material breach of this agreement.

Confidentiality

8.1 Both parties to this Agreement undertake to treat as confidential and keep secret all information marked Confidential or which may reasonably be supposed to be confidential in accordance with best current commercial security practices.



8.2 Access to Confidential Information is to be limited to those employees or representatives necessary for the purposes of this Agreement, unless required to do so by law.

8.3 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person(s) to whom it divulges all or any part of Confidential Information.

8.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

8.5 NP Projects may request to publicise its involvement with the Customer, provided that it is not in breach of the confidentiality obligations set out above and provided the Customer gives written permission.

8.6 We will not distribute your details to any third parties unless for the provision of services under this agreement.

Force Majeure

9.1 Neither party to this agreement shall be liable for any breach of its obligations resulting from causes beyond its reasonable control or the inability to obtain supplies.

Non-Solicitation

10.1 The Customer acknowledges the investment made by NP Projects in training its staff and the commercial interest NP Projects has in retaining their services.

10.2 The Customer agrees they shall not during the term of this Agreement and for a period of six months thereafter, solicit the services of any member of NP Projects staff who have in anyway been engaged in the provision of Services to the Customer or the management of this Agreement or any part thereof, whether that employment is as principal, agent, employee, independent contractor or any other form of employment or engagement and that if such a breach of this condition occurs then the Customer will pay to NP Projects a sum equivalent to 33% of the anticipated annual salary plus other financial benefits paid to the person within the first years of such an engagement.

10.3 For the purpose of this clause references to the Customer will include any person or entity to whom the previous employee of NP Projects was introduced to either directly or indirectly by the Customer.



Governing Law

This agreement is subject to English law and to the jurisdiction of the English courts.