

SCHEDULE 4.6 – POINTS SUPPORT SERVICE

1. APPLICATION

1.1 This Schedule contains a description of the Points Support Service and forms part of the Agreement for the provision of Services together with the **General Conditions**.

1.2 Definitions and interpretations that are specific to this schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

2. SERVICE DESCRIPTION

2.1 The Service is a Points Support Service for telephone support, dial in support and on-site resource (call out).

2.2 Calls for assistance, within the Cover Period, may be logged via the telephone hotline or e-mail. The call will be allocated a unique call reference number. The Supplier will contact the Customer Contacts listed in the Agreement within the agreed response time.

2.3 Upon making contact, the Supplier’s Personnel will proceed to give the required assistance, and depending on the level of service agreed and listed in the Agreement, may access The Customer’s Network and Equipment until the requirement is Resolved.

2.4 If the Equipment or system is of a sensitive nature as decided by the Customer and at the Customer’s discretion, then access may be restricted. Where such restriction prevents achievement of any agreed service levels then Calls for Assistance so affected shall be excluded from any service level agreement calculations.

2.5 On resolution of a fault call, to the user reasonable satisfaction, the Supplier will close the call. The appropriate quantity of points will be deducted from the point-based account in accordance with the tables in Appendix 2 of the Points Support Contract.

2.6 The Service will be provided only in respect of the Equipment listed in Appendix 1 of the Points Support Contract.

2.7 When the Customer requests the Service or other services outside this Agreement, the Supplier will use its reasonable endeavours to accommodate the Customer’s requirement. This includes services provided for Equipment not listed in the Agreement.

2.8 Points can also be used to procure consultancy and project engagements. The daily cost of these services is set out in Appendix 2 of the Points Support Contract. Engagements will be detailed and agreed between both parties in advance of each engagement by way of a Proposal or Statement of Work which will then be subject to the terms of **Schedule 4.2 Professional Services**.

2.9 Points may be used to procure any other products and services billed by the Supplier from time to time. The Customer will be required to enter a contract with the Supplier for such products and services and notify the Supplier at the point of entering the contract that it wishes to use Points to pay for the products and services.

3. COMMENCEMENT AND DURATION

3.1 This paragraph 3 is supplemental to clause 2 of the **General Conditions**. In the event of express conflict this paragraph 3 shall take precedence.

3.2 Points will expire 12 months after the date of purchase (“**Points Expiry Date**”) unless the Customer purchases the greater of: i) the number of unused Points which are due to expire on the Points Expiry Date; and ii) 100 Points (“**Minimum**

Order Quantity”), within 30 days of the Expiry Date. Where these additional Points are purchased, the equivalent number of unused Points will carry forward for a further 12-month period.

Worked Examples:

If the Customer has 200 unused Points at the Points Expiry Date, and 200 additional Points are purchased at the Points Expiry Date, the 200 unused Points will carry over for a further 12-month period. If the Customer purchases the Minimum 100 Points, only 100 of the 200 unused Points will carry over for a further 12-month period. The remaining 100 unused Points will expire.

If the Customer has 40 unused Points at the Points Expiry Date, and 100 additional Points are purchased at the Points Expiry Date, the 40 unused Points will carry forward for a further 12-month period.

3.3 Points can only be carried over once and be valid for a further 12-month period from the date of purchase of the additional Points. Upon expiry of such 12-month period Points expire and have zero value.

3.4 If the Customer terminates the Agreement upon expiry of the Minimum Term or any Successive Term, then unused Points under this Agreement will expire and have zero value.

3.5 Where the Customer has unused Points under a Points Support Contract pre-dating 1 October 2025 and enters a new Points Support Contract following that date, all unused Points will carry forward into the new Points Support Contract. Once carried forward, the terms of this paragraph 3 shall apply to the Points. The deemed date of purchase of the existing Points shall be the Commencement Date of the new Points Support Contract.

4. SUPPORT HOURS

4.1 Unless otherwise stated in the Agreement, the Services will be provided between 8:30 and 17:00 Monday to Friday excluding Public and Bank Holidays.

4.2 Where support outside of Support Hours is required, it should be arranged in advance through the Account Manager and will be subject to Additional Charges.

5. PRIORITY CLASSIFICATION

5.1 The Supplier shall allocate a unique reference number to each Incident and shall prioritise the Incident as follows:

PRIORITY LEVEL	DESCRIPTION
Priority 1 Critical	A critical service is non-operational, impacting the Customer’s business, multiple End Users or multiple Sites; or severe functional error or degradation of Service(s) affecting production, demanding immediate attention. Business Risk is High

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Priority 2 Major	The Customer's business is experiencing failure or performance degradation that impairs the operation of a critical business Service, although a work around may exist; or Application functionality is lost; or significant number of End Users or major Site is affected. Business Risk is Medium
Priority 3 Minor	The Customer is experiencing a problem that causes moderate business impact. The impact is limited to an End User or a small Site; or incident has moderate, not widespread impact; or involves partial loss with minimal impact which is non-critical in nature. Business Risk is Low
Priority 6 Change Request	Standard service request (e.g. End User guidance), Change Requests; or updating documentation. Business Risk is Minor Localised

5.2 The Supplier shall use reasonable endeavours to deliver a Change Request as soon as reasonably practicable during Standard Support Hours.

6. CUSTOMER OBLIGATIONS

6.1 The Customer shall:

- 6.1.1 promptly report all requests for assistance;
- 6.1.2 provide the appropriate level of access to the Equipment necessary for the purposes of performing the Service and remove and/or restrict such access where it is no longer required;
- 6.1.3 provide safe working environment in accordance with applicable Law;
- 6.1.4 not relocate, remove or re-position the Equipment without advising the Supplier at least 7 (seven) days prior to such activity taking place. Where requested, the Supplier will undertake to carry out such work, which may at its discretion attract Additional Charges;
- 6.1.5 be responsible for ensuring that the Equipment is cared for and operated in accordance with the Manufacturer's recommendations; and
- 6.1.6 take all reasonable precautions to care for and protect any removable magnetic media used on the Equipment. Where applicable this shall include the following:
 - 6.1.6.1 observance of correct handling and storage procedures;
 - 6.1.6.2 ensuring adequate security copies are made of all programmes and data used on the Equipment;
 - 6.1.6.3 be responsible for all software and data back-ups of all servers and PCs and agree to provide such back-ups to the Supplier, when requested, for performance of the Service;
 - 6.1.6.4 PC failures will be re-built to a standard configuration. The Supplier is not

- responsible for any data stored locally on the PCs hard disk drives
- 6.1.7 ensure that the Customer Network and the Equipment is compliant with Applicable Law;
- 6.1.8 ensure that only competent trained employees (or persons under their supervision) are allowed to access the Customer Network and the Equipment;
- 6.1.9 ensure that all data held on the Customer Network and Equipment is adequately backed up and keep full security copies of the Customer's programs, data bases and computer records and maintain a disaster recovery process;
- 6.1.10 be responsible for data cleaning, the integrity of any data provided to the Supplier and for all direct and indirect consequences of any errors in such data;
- 6.1.11 put in place and maintain up to date security measures to protect the Customer Network and Equipment from viruses, harmful code, malicious damage and unauthorised direct and remote access to the Customer Network and Equipment in accordance with Good Industry Practice; and
- 6.1.12 procure and maintain all relevant Licence Agreements and other licences and consents and, always comply with the terms of the relevant Licence Agreements and other licences and consents and all Applicable Law.

6.2 The Customer shall promptly implement recommendations by the Supplier in respect to remedial actions, whether prior to or following an Incident. Where requested by the Customer the Supplier may undertake implementation of recommendations which shall be chargeable and subject to an agreed Statement of Work which shall then be subject to the terms of **Schedule 4.2 Professional Services**.

7. CHARGES AND PAYMENT

- 7.1 This paragraph 7 is supplemental to clause 6 of the **General Conditions**. In the event of express conflict this paragraph 6 shall take precedence.
- 7.2 The Charges detailed in the Agreement shall be payable in advance of the Commencement Date of the Service.
- 7.3 Points are charged at £25.00 per Point. The number of Points being provided is as stated in the Agreement. The minimum order quantity is 200 points (£5,000) ("**Minimum Points Purchase**").
- 7.4 The Customer is required to use at least 10% of the total number of Points purchased under the Agreement per Quarter ("**Minimum Points Usage**"). The total number of Points purchased under the Agreement means the total purchased under the Agreement as at the start of the relevant Quarter. Where the Minimum Points Usage is not achieved then 10% of the number of Points purchased under the Agreement will be deducted from the Customer's Points balance at the end of the Quarter.
- 7.5 Additional Points may be purchased at any time upon request via a further agreement agreed between the parties.
- 7.6 Where the points balance falls into deficit, the Supplier will automatically invoice the Customer for the deficit quantity of points plus a further 100 points. This is to ensure that a working points balance is maintained.
- 7.7 The points value for each service is listed in Appendix 2 of the Points Support Contract.
- 7.8 Services provided outside of core hours will be charged at Points x 1.5 for weekday evening work, Points x 2 for weekend

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- work and Points x 3 for Public Holidays. This is for work scheduled in advance with the Account Manager.
- 7.9 From time to time, it is necessary to vary the Charges. The Supplier will notify the Customer at least 30 days prior to the date the variations will be applied.
- 7.10 The Charges for any additional equipment added during the Term of this Agreement shall be invoiced pro-rata up to the end of the then current invoice period, after which the additional Charges shall be consolidated with the existing Charges in the next invoice to the Customer.
- 7.11 Public Holiday, weekend and out-of-hours call-outs are charged at the rates listed in Appendix 2 of the Points Support Contract. The Company reserves the right to adjust these rates from time to time.
- 7.12 The Customer shall pay the Supplier all reasonable and properly incurred expenses, including but not limited to travel and other out-of-pocket expenses and reasonable time spent by the Engineer(s) in travelling, where the distance travelled is further than 35 miles from the Chess Office closest to the geographical location of the Customer Site.
- 7.13 Additional Charges shall be invoiced in arrears at the end of the month in which the Additional Charges are incurred, together with replacement parts and any other expenses and costs reasonably incurred.
- 7.14 Where the Customer uses Points to pay for other products and services under a separate contract for services with the Supplier, Points used shall be rounded up to the nearest Point. For example, if the charges for the services are £40 including VAT, 2 Points will be used to pay for such charges.
- 8. SERVICE LIMITATIONS**
- 8.1 The Supplier reserves the right to refuse Service if insufficient points are available in the point-based account.
- 8.2 Then Supplier reserves the right to withdraw support from a particular release of any software supported under this Agreement after the Manufacturer of such software has withdrawn support for the release of the product. Where a current or superseded release of a product has reached stability, i.e. the manufacturer no longer actively releases upgraded versions or software fixes, then where problems occur the Customer accepts that the level of support supplied by the Supplier is limited by this fact.
- 9. EXCLUSIONS**
- 9.1 Notwithstanding any other provision of this Schedule, the Supplier shall not be obliged to perform or provide the support in one or more of the following circumstances:
- 9.1.1 errors resulting from any modifications of the software made by any person other than the Company or its duly authorised representative;
- 9.1.2 use of any versions of the software other than the release or version currently in use from time to time;
- 9.1.3 repeated errors caused by the use of the software other than in accordance with the then current release or version of the software documentation;
- 9.1.4 errors caused by the use of the software on or with equipment other than its designated hardware;
- 9.1.5 any software other than the software supported under this agreement;
- 9.1.6 the Customer is in breach of its obligations under paragraph 6 above or is in material breach of this Agreement;
- 9.1.7 negligence of the Customer or its End Users or the improper use by the Customer or its End Users of the Customer Network and/or Equipment;
- 9.1.8 damage to the Equipment resulting from accident, transportation or relocation, neglect, misuse or causes other than ordinary use (including but not limited to, failure to observe any instructions supplied by the manufacturer regarding the operation and maintenance) of the Equipment;
- 9.1.9 damage caused by virus attacks or failure due to any unauthorised Third Party Software;
- 9.1.10 insufficient or improper access to the Customer Network and/or Equipment;
- 9.1.11 failure or fluctuations in electrical power supply and/or unsatisfactory environmental conditions which do not meet manufacturers requirements; and
- 9.1.12 damage to the Customer Network and/or Equipment due to accidental damage, theft, vandalism or a Force Majeure Event.
- 9.2 Where the Supplier is called out in connection with any of the matters referred to in paragraph 9.1 or where the Supplier determines that the call was not warranted, the Supplier has the right to charge the Customer for any expenses and costs reasonably incurred as Additional Charges.
- 10. TERMINATION**
- 10.1 This paragraph 10 is supplemental to clause 8 of the **General Conditions**. In the event of express conflict, this paragraph 10 shall take precedence.
- 10.2 Either party may terminate this Agreement upon not less than 90 days' notice in writing to the other party.
- 10.3 Where the Supplier provides notice to terminate the Agreement pursuant to paragraph 10.2 any unused Points will be refunded to the Customer upon termination of the Agreement. Where the Agreement is terminated by either party in any other circumstance any unused Points will automatically expire at the date of termination of the Agreement.
- 11. LIABILITY**
- 11.1 This paragraph 11 is supplemental to clause 9 of the **General Conditions**. In the event of express conflict, this paragraph 11 shall take precedence.
- 11.2 The Supplier shall not be liable for any loss or damage sustained or incurred by the Customer, its End Users, or any third party (including without limitation any loss or use of the Equipment or loss or corruption of the Customer's programs or data) resulting from any breakdown of or fault in the Equipment or inherent or pre-existing defects in the Equipment, unless such a breakdown or fault is caused by the negligence or wilful misconduct of the Supplier, its employees, agents or sub-contractors or to the extent that such loss or damage arises from any unreasonable delay by the Supplier in providing the Services and then only to the extent not otherwise excluded by this Schedule.
- 11.3 The Supplier shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up to date security copies of the computer programs and data it uses in accordance with Good Industry Practice.
- 12. IPR**
- 12.1 This paragraph 12 is supplemental to clause 11 of the **General**

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Conditions. In the event of express conflict, this paragraph 12 shall take precedence.

- 12.2 The Customer warrants that all source code being supported under the Agreement is owned by or licensed to the Customer. Where the source code is licensed to the Customer, the Customer further warrants that its use of the source code, and the Suppliers use for the purposes of providing the Services, is permitted by the terms of the license.
- 12.3 Where source code is modified by the Supplier in the course of providing the Service, the Supplier grants the Customer a non-exclusive, non-transferable license to use this modified or additional source code within the supported system only. Where a Statement of Work is agreed for the provision of, or modification of, source code the terms of **Schedule 4.2 Professional Services** shall also apply.

13. NON-SOLICITATION

- 13.1 The Customer shall not, without the prior written consent of the Supplier, at any time during the provision of the Service or for a period of twelve (12) months following expiry of the Agreement, solicit or entice away from the Supplier or employ any person who is, or has been, engaged as an employee of the Supplier at any time during such period. Any consent given by the Supplier shall be subject to the Customer paying the Supplier a sum equivalent to one hundred per cent (100%) of the then current remuneration of the Supplier's employee for a 6-month period.

14. TUPE

- 14.1 The Customer acknowledges and agrees that TUPE shall not apply to the Service and prior to the date of the Agreement, all considerations, claims, actions or otherwise have been provided to the Supplier in relation to the effects, actions or claims of any TUPE and that the Customer indemnifies in full and holds the Supplier harmless of any such actions or claims of TUPE against the Supplier for business transfers or service provision changes during the provision of the Service and for a period of six (6) months following expiry of the Agreement.

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ANNEX 1: DEFINITIONS

Additional Charges means the additional charges incurred in accordance with terms of this Schedule together with any replacement parts and any other costs or expenses reasonably incurred if not expressly included in the relevant Agreement;

Applicable Law means any legislation, authorisations, permissions, rules and regulations, codes of practice, orders and guidelines relating to the provision of the Service, including any directives or other requirements issued by any regulator from time to time;

Applications means a computer software package that performs a specific function directly for and End User or, in some cases, for another application, also referred to as an application program or application software;

Chess Office means any office or hub occupied by the Supplier or its Affiliates;

Customer Network means the Customer's physical network and server infrastructure, including (if any) servers and switches to routers and firewalls, plus business systems software;

Cyber Security Incident means a cyber security threat to a Customer's business may be exposed to, including but not limited to, cyber fraud - including phishing, spear phishing, vishing and whaling. malware attacks - including viruses, worms, trojans, spyware, rootkits, etc. ransomware attacks;

Device means any mobile handset, laptop, tablet, computer or other input item or handheld equipment, including all peripherals, excluding SIM cards and Applications, which are in the scope of the Service, as set out in the Agreement;

Equipment means any equipment including Hardware, Devices and Software belonging to the Customer and which the Supplier has agreed to support in accordance with this Schedule;

End User means anyone permitted by the Customer to use or access the Customer Network and/or the Equipment;

Engineer means the Supplier's Personnel who is responsible for carrying out technical engineering duties either remotely or at a Customer's Site;

General Conditions means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at www.chessict.co.uk/legal and which form part of this Agreement;

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of that degree of skill and care which could be reasonably expected of a highly skilled and experienced professional;

Hardware means any and all computer and computer related hardware, including but not limited to, computers, servers, network switches, UPS units, firewalls and connect peripherals;

Incident means any event which is not part of the standard operation of the Customer Network and/or Equipment and which causes or may cause an unplanned interruption to, or a reduction in the quality of the performance of the Customer Network and/or Equipment, but excluding a Cyber Security Incident;

Professional Services means engineering support as further detailed in **Schedule 4.2 (Professional Services)**;

Quarter means the 3-month period starting on the Commencement Date and each subsequent 3-month period;

Resolved or Resolution means where an Incident has been resolved and the standard operation of the Customer Network and/or Equipment as is expected in accordance with manufacturers recommendations;

Response Time means the elapsed time from receipt of the request from the Customer to the Supplier to the time the Supplier's Personnel makes contact with the Customer as stated in the Agreement;

Site(s) means the Customer's premises at which the Customer Network and/or Equipment is located as specified in the Agreement;

Software means the software licensed to the Customer as specified in the Agreement, together with any embedded software which is necessary for provision of the Services and/or operation of the Equipment, which may be provided by a Third-Party Supplier and governed by a separate Licence Agreement;

Statement of Works has the meaning given to it in **Schedule 4.2 (Professional Services)**;

Supplier's Personnel means all employees, agents, consultants, sub-contractors and other representatives of the Supplier who are involved, or proposed to be involved, in the provision of the Services;

Third-Party Supplier means a third-party supplier, provider or supplier of services of which:

- (a) the Customer may utilise for the provision of Equipment and the Customer's Network, and;
- (b) the Supplier may utilise for provision of the Services;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006;