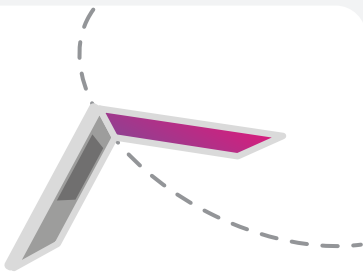


Your Subscription Service Agreement

Click an icon below to view details of the subscriptions you have signed up to:

[General T&Cs](#)



Boomerang



SafeGuard



Shepherd MDM



Microsoft 365



Squirrel



SOPHOS

Sophos



Google Workspace



Flying Squirrel

HardSoft
devices for teams



General T&Cs

1.1 Term and Termination

This Agreement will commence on the date of order and will continue for a minimum term of 12 months ("Initial Term"). For monthly commitment subscriptions after the Initial Term, this Agreement will automatically renew for successive periods of one month ("Monthly Renewal Term") or for Annual commitment subscriptions this agreement will automatically renew for successive periods of 12 months ("Annual Renewal Term"), unless either party gives the other party at least 30 days' notice of its intention to terminate this Agreement before the end of the then-current term. For Annual commitment subscriptions you will not be able to reduce the licence count until the end of the commitment term however you can increase the licence count at any time. Either party may terminate this Agreement at any time for any reason or no reason by giving the other party at least 30 days' notice prior to Renewal Term in writing. Either party may terminate this Agreement immediately by giving the other party notice in writing if the other party:

- Breaches any material term of this Agreement and fails to remedy the breach within 14 days of receiving notice of the breach; or
- Becomes insolvent, bankrupt, or subject to any liquidation, administration, or similar proceeding.

Upon termination of this Agreement, the Customer will cease using the Service and pay any outstanding Fees to the Provider. The Provider will refund any Fees paid in advance for the period after the termination date unless the termination was due to the Customer's breach of this Agreement. To change or terminate your agreement please contact via email salesadmin@hardsoft.co.uk or your Account Manager.

1.2. Intellectual Property Rights

The Provider retains all rights, title, and interest in and to the Service and any software, data, content, or materials used or provided by the Provider in connection with the Service, including any

modifications, enhancements, or improvements made by the Provider ("The Provider IP"). The Customer acknowledges that they have no right, title, or interest in or to the Provider IP, except for the limited right to use the Service as granted by the Provider under this Agreement.

1.3. Charges and Payment.

The charge for your subscription shall be payable monthly via direct debit and a monthly invoice will be provided. Payment will be collected on the 18th of each month. If the 18th of the month is a weekend day, payment will be collected on the next available working day. If payments are missed or direct debits cancelled, the Customer's data, as part of the subscription, would be deleted after a 30-day period. The Provider is not responsible for the Customer's data and will not backup this data.

1.4. Confidentiality

Each party agrees to confidentiality, and not to disclose or use for any purpose other than the performance of this Agreement any information, data, or materials that are disclosed by the other party, or that are otherwise obtained or accessed by the receiving party in connection with this Agreement, and that are marked or identified as confidential or proprietary, or that by their nature should reasonably be considered as confidential or proprietary ("Confidential Information").

Each party will use reasonable efforts to protect the confidentiality of the other party's Confidential Information and will not disclose or make available the Confidential Information to any third party, except to its employees, contractors, or agents who need to know the Confidential Information for the purposes of this Agreement, and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. Each party will promptly notify the other party of any actual or suspected unauthorised use or disclosure of the Confidential Information and will cooperate with the other party to remedy such unauthorized use or disclosure.

1.5. Disclaimer of Warranties

The Service is provided “as is” and “as available” without any warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

The Provider does not warrant that the Service will be uninterrupted, error-free, secure, or free of viruses or other harmful components, or that the Service will meet the Customer’s requirements or expectations. The Customer acknowledges and agrees that the Customer’s use of the Service is at their own risk and discretion.

1.6. Limitation of Liability

To the maximum extent permitted by law, the Provider will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, revenue, data, goodwill, or business opportunities, arising out of or in connection with this Agreement or the Service, even if the Provider has been advised of the possibility of such damages. The Provider’s total liability under this Agreement will not exceed the Fees paid by the Customer to the Provider in the 12 months preceding the event giving rise to the liability.

1.7. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Provider and its affiliates, directors, officers, employees, and agents from and against all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to:

- the Customer’s use of or access to the Service;
- the Customer’s breach of any term of this Agreement

The Provider reserves the right to assume the exclusive defence and control of any matter subject to indemnification by the Customer, in which case the Customer will cooperate with the Provider in asserting any available defences.

1.8. General Provisions

This Agreement constitutes the entire agreement between the parties and supersedes any prior or

contemporaneous agreements, communications, or understandings, whether written or oral, regarding the subject matter of this Agreement. This Agreement may not be modified or amended except by a written instrument signed by both parties. This Agreement will be governed by and construed in accordance with UK Law. Neither party may assign or transfer this Agreement

or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except that the Provider may assign this Agreement to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all its assets or business. Any attempted assignment or transfer in violation of this section will be null and void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy under this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to make it enforceable, or if not possible, will be severed from this Agreement, and the remaining provisions of this Agreement will remain in full force and effect. Any notice or communication required or permitted under this Agreement will be in writing and will be delivered by email, courier, or registered mail to the address of the other party as specified in this Agreement or as updated by the other party from time to time. Notice will be deemed to have been received on the date of delivery if delivered by email or courier, or on the date of receipt if delivered by registered mail. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or electronic signature will be deemed to be an original signature for all purposes.

1.9. Data Security

The Customer shall be solely responsible for ensuring they keep adequate copies of their data and the Provider is not obliged to replace or rectify data of the Customer which has been lost or corrupted for any reason, including the Provider's negligence. In the case where data loss is due to the Provider's negligence, the Supplier will make reasonable efforts to help the customer retrieve that data. If a device is returned to the Provider, the Provider will securely delete data on the device and a device erasure certificate can be requested and provided for a fee.

1.10 Setup

The Provider will help set up the software and service. The Provider may charge an additional setup fee for certain software subscriptions and services.

1.11. Fair Usage Policy

The Provider reserves the right to limit the time our support team spend on support tickets with any customer who is deemed to be taking advantage of this service. In extreme cases, the Provider may be required to apply management techniques to reduce the impact the heavy users have on the service delivery of others. Customers requesting support more than 10 times a week consistently

over a 1-to-2-month period are likely to be impacted by the fair usage policy.

1.12. GDPR

Please refer to our Data Protection Information Security Policy link <https://www.hardsoftcomputers.co.uk/privacy/data-protection-information-security-policy/>

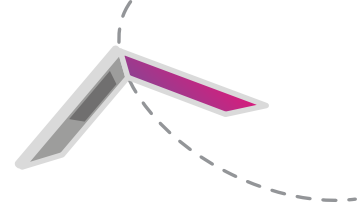
1.13. Authority

The Provider will only make changes to policies or packages if requested by the Customer. Changes will need to be authorised by a Director or appointed contact of the Customer company.

1.14 Restrictions

We reserve the right to provide or refuse to provide our services to you without giving you a specific reason for our refusal. You acknowledge that the Internet or the systems, servers, and equipment through which our data backup service is provided may from time to time be inoperative in full or in part because of, for example, mechanical breakdown, maintenance (whether emergency, scheduled or otherwise), hardware or software upgrades, telecommunication connectivity problems or other factors beyond our control and agree that we are not liable to you in any way to any such interference in us providing our data backup services to you.





Boomerang

1.1 Collection & shipping – The Provider will take up to 3 working days from point of collection to receive, wipe and re-configure the device. The device can be redelivered to a new end user after 4 working days from collection time. There is a fee payable by the Customer of £50+vat for any missed collections. After 3 missed collections the Provider will cancel the collection request and the Customer will be responsible for getting the device back to the Provider. After 2 missed deliveries, the Provider will cancel the delivery and will charge to reorganise. Boomerang is a service exclusive to the UK. Boomerang collections and deliveries outside of the UK are not included.

1.2 Packaging – Boxes for shipping laptops and desktops are included in the subscription price.

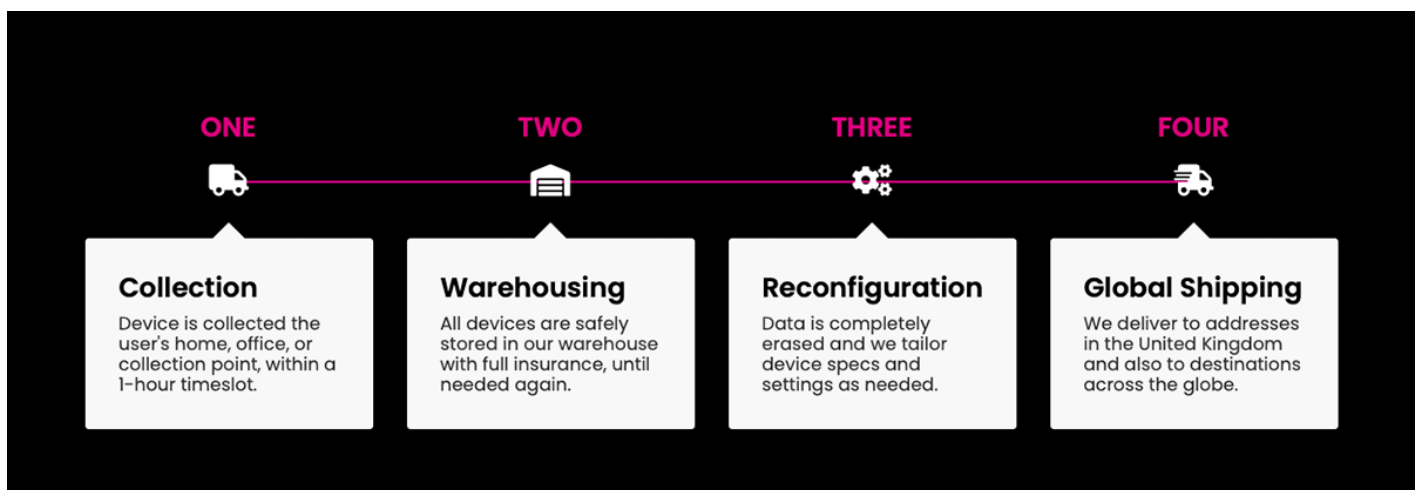
1.3 Data – The Customer is responsible for backing up data before collection. The Provider is not responsible for data. The Customer is responsible for removing Find my iPhone/ Mac, Apple ID and Remote Management. Any devices that are collected and still locked will incur a £25 +vat per device charge. If you have a Mobile Device Management solution managed by the Provider, the Provider will do this for you.

1.4 Faulty – If devices are returned faulty, devices will be charged and processed in line with their support agreement and optional asset protection cover. If devices are returned with missing accessories, for example, cables and chargers the Provider will charge the Customer a replacement fee dependent on item.

1.5 Storage – If the Customer wishes to store the device at the Provider premises for over 90 days a fee of £5 +vat per month per device will be charged.

1.6 Non-covered devices – If the Customer needs to use the Boomerang service on a device that is not covered by a Boomerang subscription the **Customer can use on an ad-hoc basis for a fee.**

1.7 Fair Usage Policy – the Provider reserves the right to limit the number of Boomerangs used per device. If a Boomerang is requested 3+ times on a single device over 12 months, the Provider reserves the right to charge an additional fee.





SafeGuard Asset Protection

1.1 Cover – The cover is specifically designed to protect only the equipment that the Customer has leased. Cover includes – accidental damage, theft, fire, flood, storm damage. Our cover is subject to the following maximums: a maximum limit of £25,000 for any single occurrence to all equipment that is protected under all Finance or Lease Agreements protected under this Asset Protection Service; and a maximum of two total loss settlements for equipment covered under any single Lease Agreement; and a maximum of two claims per device per year.

1.2 Valuation – One of the following methods of valuation will be selected for settlement of a claim in the event of damage or theft by a covered clause: if the covered equipment is considered to be irreparably damaged or lost, it will be valued on a full replacement cost basis; if the damaged equipment can be repaired, it will be valued on a repair basis: if the covered equipment is destroyed or lost and you choose not to replace it, we will be paid the outstanding amount of the lease excluding any interest, maintenance, or VAT. In no event shall this amount exceed the replacement cost of the equipment.

1.3.1 Exclusions – What is not covered:

- 1.** Any interruption to the Customer business, or any other indirect losses which result from a claim under this Asset Protection Service.
- 2.** Any claim that the Customer becomes legally liable to pay because of bodily injury or mental injury or disease or destruction of or damage to property belonging to a third-party.
- 3.** Electrical or mechanical breakdown of the covered equipment due to faulty design, material, construction, installation, or repair.
- 4.** Cleaning or maintenance.
- 5.** The explosion of or bursting of a boiler, economiser or other vessel, machine, apparatus, or pipes in which internal pressure is due to steam only, and which is owned by the Customer or leased to them or operated under their control. However, loss to covered

equipment that arises out of fire caused by any such explosion or bursting is covered by the service.

6. Voluntarily parting with the covered equipment or any dishonest or criminal act, fraudulent scheme, trick, device or false pretence by the Customer or the Customer agent.

7. Negligent use, willful abuse, or misuse of the equipment by the Customer or the Customer agent.

8. Subsidence, landslip, ground heave or settlement.

9. Wear and tear, inherent defect, rust, corrosion, scratching, discolouration, rot, mildew, vermin or infestation or any gradually operating cause.

10. The failure or inability of any electrical equipment, computer or computer equipment, computer software, microcontroller, or microchip to recognise or respond to a date or time as the true or intended calendar date or time.

11. War, confiscation, and nuclear risks.

12. Any form of electronic/software virus.

13. Any claim for: loss directly or indirectly caused by, resulting from or in connection with terrorism or any action taken to control, prevent or respond to terrorism.

14. Overseas Replacement devices
– Replacement devices will be shipped to your UK offices if your organisation is unable to supply EORI documentation for your overseas offices. Otherwise be aware Customs Duty and local VAT maybe imposed by local Customs authorities that we are not responsible for paying.

15. Overseas Shipping & Collection Costs – We reserve the right to pass on the shipping and collection costs incurred with fulfilling your claim.



1.3.2 Excluded equipment

1. Equipment which is airborne or waterborne, other than equipment permanently located on ferries operated in connection with railways or on public ferries operating on scheduled routes.
2. Equipment used in mining, logging, timber felling and processing or oil or gas exploration or processing, other than equipment located and used in enclosed buildings whose use is incidental to activities in these industries.
3. Liability Insurance – Please note that this Asset Protection Cover does not provide cover for any liability arising out of the ownership or use of the insured equipment.

1.3.3 Policy Excess

A policy excess of £95+vat per laptop and/or desktop or £49+vat per phone and/or tablet and/or accessories will apply to each claim. This excess cost may change and we will advise you of any changes by email. Once a claim is agreed the excess payment will be required before shipping of repaired or replaced goods.





Shepherd MDM



1.1 Setup

The Provider will help setup Shepherd Mobile Device Management for a setup fee as detailed on the Provider website. As part of setup, all devices within Shepherd Mobile Device Management will be Activation Locked.

1.2 Management & Support

The Provider will help you manage and support your Mobile Device Management solution. Support and management should be requested via raising a ticket by emailing support@hardsoft.co.uk.



1.3 Data

Shepherd Mobile Device Management does not have access to end users' data on devices. The Shepherd Agent collects the required device data to perform Remote Monitoring and Management Services for IT Departments and Service Companies. (e.g. IP Address, MAC Address, Device Name, and Username, etc). Data Controllers can enable functionality to collect other types of data (e.g. custom scripting can be created by the controller to retrieve other types of information). The Shepherd Agent maintains specific information about the device to perform its required tasks for the duration the Shepherd Agent is installed on the device. Personal Identifiable Device information includes:

- Ethernet MAC Address
- Device Name
- Mac UUID
- ScreenConnect SessionId
- LocalHost Name
- TeamViewer Client Id
- Serial Number
- Splashtop ID
- Local IP
- Admin Users



Microsoft 365

1.1 Intune Mobile Device Management

If Microsoft Intune is included in the Customer 365 license, you must add the Provider configuration subscription in order to receive setup, management, and support of the Mobile Device Management solution by the Provider. Support and management should be requested by the Customer via raising a ticket by emailing support@hardsoft.co.uk.

1.2 Teams Phone

The Customer subscription will include calling plan and support. You get 1200 minutes per month per user which are aggregated across all users within the company.

Please request additional minutes with the Provider. If the Customer wishes to call outside of the UK, the Customer will need to purchase Teams Phone International which will allow the Customer to do this and give the Customer an extra 600 minutes per user per month to use for international calls. Setup will be

1.3 Data Migration

If the Customer wishes to migrate data into Microsoft 365, this can be done by the Provider for a fee.



Outlook



Word



Excel



Powerpoint

Publisher
(PC only)Access
(PC only)

Exchange



OneDrive



Sharepoint



Teams

Squirrel



1.1 Data

Data is kept within the UK and is encrypted using 256-bit encryption. The Provider does not actively check backup results and will set up the backup notifications to be sent to the Customers 'appointed' staff member or company Director. Any backup 'failures' or issues should be reported by the Customer to the Provider via emailing support@hardsoft.co.uk



Sophos

1.1 Data

Data is held in Ireland. The Provider does not actively check device reports and will setup the report notifications to be sent to the Customer's 'appointed' staff member or company Director. Any security threats identified, or devices no

longer protected should be reported by the Customer to the Provider via emailing support@hardsoft.co.uk. The Provider will only make changes to policies if requested by the Customer. The Provider will have access to visited websites per device due to the web content filter within Sophos.



Google Workspace



Migration - If the Customer wishes to migrate data into Google Workspace, this can be done by the Provider for a fee..



Google Workspace

Business Starter Business Standard Business Plus

INCLUSIVE SUPPORT



Flying Squirrel

1.1 Dropsuite

This service uses Dropsuite Data Backup Service. Dropsuite uses Transport Layer Security (TLS 1.2) cipher for data in transit. All ingress or egress data to and from Dropsuite's cloud service will be encrypted using TLS 1.2 to prevent third party snooping. Data at rest in Dropsuite's storage is encrypted with Advanced Encryption Standard 256bit (AES256) cipher that ensures data is safe and secure. Data is held in the UK.

1.2 Data Backup

Any data or other information, including any personal data, that the Customer provides when the Customer decides to use the Provider's data backup service will be processed by the Provider only to backup that data in accordance with the instructions that the Customer gave the Provider by selecting the data backup service. The Provider will store the data or other information, including any personal data that the Customer provides to the Provider to back up, in a data centre to be decided at the time of signup using any one or more of the cloud services provided

by the owners of Amazon Web Service, Google Cloud Platform and Microsoft Azure. By choosing to use the Provider's data backup service, the Customer confirms that (a) the Customer agrees to personal data being transferred from the country in which you are located to our data centre and (b) the Customer specifically authorises the Provider to engage such cloud service providers for the purpose of backing up such personal data.

1.3 Content

The Customer is solely responsible for any information, data, text, photographs, graphics, videos, or other materials that the Customer chooses to backup using the Provider's service. However, by using the Provider's backup service, the Customer acknowledges that the Provider may disclose or remove any backed up data if the Provider becomes aware of any content that would or might cause the Provider to be in breach any laws and regulations to which the Provider are subject, or any content that is contrary to any laws and/or any content that infringes rights of any third party.

