

# SERVICE SCHEDULE

### END USER SUPPORT

This is a Service Schedule as defined in the Agreement. Where the End User Support Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to Clauses are to Clauses of the Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

### **1** Additional Definitions

In this Service Schedule the following definitions have the following meanings:

**Acceptable Use Levels** means the acceptable use levels identified in the table set out in paragraph 4.2;

**End Users** means the Company's employees who actively use the supported operating systems and software applications as a normal part of their duties. This does not extend to customers of the Company;

**End User Support Services** means the provision of remote technical support by the Supplier to the Company's End Users with their use of the operating systems and software applications installed on their device, limited to the types defined in this Services Schedule;

**Extended Waking Hours** means standard daytime operating hours between 7:00 am and 7:00 pm on a Business Day;

**Response Times** means those response times identified as such in paragraphs 3.1, 3.2, and 3.3 for the Supplier to respond to a ticket logged by the Company;

Service Hours means the hours identified in the tables set out in paragraphs 3.1, 3.2, and 3.2;

**Service Severity** means the following priority levels as set out below:

- **Priority 1** Catastrophic business disruption, system or systems failure which is stopping the business from operating.
- **Priority 2** Severe business disruption or user critical issue, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.
- **Priority 3 Business disruption or multiple user issue**, multiple users are experiencing an impacting issue, or a significant reduction in system performance.
- **Priority 4** Minor business disruption or user issue, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

Priority 5 Job or Task, a request to undertake a defined job or task.

**Waking Hours** means standard daytime operating hours between 8:00 am and 6:00 pm on a Business Day.

# 2 Service Scope and Description



- 2.1 This End User Support Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.
- 2.2 The provision of the End User Support Service is subject to payment by the Company of the Supplier's Charges for installation and support services, as set out in the Order form or as subsequently agreed between the parties from time to time.
- 2.3 The provision of the End User Support Service is subject to the Supplier delivering an 'audit and onboarding service' which will determine any remedial actions which would need to be addressed prior to the End User Support Services going live. Any remedial actions will be discussed with the Company, and where the Supplier is required to undertake additional works as a result of the audit and onboarding service the Supplier will be entitled (in its sole discretion) to charge the Company. The audit and onboarding is included in the Charges listed in the Order form.
- 2.4 The Order form will specify the type of service being provided to the Company, including:
  - (a) End User management;
  - (b) End User management (enhanced response)
  - (c) End User VIP;
  - (d) End User OOH P1 Named user;
  - (e) End User Escalation Only;
  - (f) managed patching;
  - (g) Ring Central
  - (h) service improvement; and
  - (i) hardware maintenance.
- 2.5 The Supplier will:
  - (a) where 'End User management' is specified in the Order form:
    - (i) provide the Company with remote desktop support within either Waking Hours or Extended Waking Hours, as set out in the Order form;
    - (ii) provide the Company with telephone access to the Supplier's service desk within either Waking Hours or Extended Waking Hours, as set out in the Order form; and
    - (iii) perform logging, recording and basic diagnosis of all reported incidents; and
    - (iv) perform incident and request management within the agreed Response Times as detailed below in paragraph 3.1, subject to Acceptable Use Levels
  - (b) where 'End User VIP' is specified in the Order form:
    - (i) provide the services listed in paragraph (a); and



- (ii) for the names VIP users provide an enhanced Response Time as detailed below in paragraph 3.2, subject to Acceptable Use Levels
- (c) where 'End User management (enhanced response)' is specified in the Order form:
  - (i) provide the services listed in paragraph (a); and
  - (ii) provide a Response Time as detailed below in paragraph 3.3, subject to Acceptable Use Levels
- (d) where 'End User OOH P1 Named user' is specified in the Order form:
  - (i) provide the services listed in paragraph (a); and
  - provide a Response Time for the Named OOH P1 users outside of Waking Hours or Extended Waking Hours, subject to Acceptable Use Levels
- (e) where 'End User Escalation Only' is specified in the Order form:
  - provide the Company's IT Staff with remote desktop support within either Waking Hours or Extended Waking hours, as specified in the Order form, subject to the acceptable use policy;
  - provide the Company's IT Staff with telephone access to the Supplier's service desk within either Waking Hours or Extended Waking hours, as specified in the Order form; and
  - (iii) manage all incidents within the agreed Response Times as detailed below in paragraph 3.1, and subject to
    - (A) Acceptable Use Levels
    - (B) a detailed description of the issue being provided including the effected devices and or users
    - (C) evidence detailing the steps taken to troubleshoot the issue, where such evidence is not provided the Supplier would undertake the initial troubleshoot as a chargeable activity or reject the incident.
  - (iv) where End User Escalation Monitoring is included in the Order Form provide monitoring of the end user devices using the Suppliers monitoring platform. All thresholds and alerts will be configured to the Suppliers standards and any generated alerts will automatically be forwarded to the mailbox which the Company will provide during service take-on. It is recommended that the mailbox be a shared mailbox. The Supplier will make reasonable changes to the thresholds, any request will be managed within the incident Acceptable Use Levels.
- (f) where 'Ring Central' is specified in the Order form:
  - (i) provide the Company with remote Ring Central usage and service support within either Waking Hours or Extended Waking Hours, as set out in the Order form;
  - (ii) provide the Company with telephone access to the Supplier's service desk within either Waking Hours or Extended Waking Hours, as set out in the Order form; and



- (iii) perform logging, recording and basic diagnosis of reported Ring Central related incidents; and
- (iv) perform incident and request management within the agreed Response Times as detailed below in paragraph 3.1, subject to Acceptable Use Levels
- (g) where 'Managed Patching' is specified in the Order form the Supplier will:
  - apply available operating system and software updates on a schedule selected by the Supplier, where the Company requests a schedule outside of the Suppliers standard additional charges will apply.
  - unless required for compliance reasons (such as but not limited to Cyber Essentials) or where requested by the Company the Supplier will not apply Windows Feature updates;
- (h) where 'Service Improvement' is specified in the Order form the Supplier will:
  - (i) undertake defined system checks;
  - (ii) review and report as required on the following:
    - (A) software and hardware (end of life and upgrade);
    - (B) security (firewall, password policy, multi-factor authentication);
    - (C) risks and vulnerability review;
    - (D) licences; and
    - (E) onsite processes.

The service improvement services will be delivered remotely unless otherwise agreed by the parties. Should these service improvement services require additional time this will be at an additional cost to the Company (at the Supplier's sole discretion);

- where 'Hardware maintenance' is specified in the Order form the Supplier will undertake with the Supplier's third party provider to repair or replace any faulty item covered under the service;
  - (i) the Company acknowledges that for the first twenty days of the Term, beginning on the Service Commencement Date ("Integration Period"), the Supplier requires this time to process the Company's requirements into the Supplier's systems and procure any additional spares and equipment required to enable the Supplier to provide the Services. During the Integration Period, the Company accepts that the Supplier shall use its reasonable endeavours to provide the Services.
  - (ii) the Services to be provided to the Company consists of corrective maintenance in respect of faulty materials in relation to the Equipment and includes all repairs which may be reasonably necessary including the supply and fitting of replacement parts. Those replacement parts may be refurbished or reconditioned parts. An engineer will attend the Site Address within the times specified in the Schedules Any fix time specified will mean the time that an engineer and any field replacement unit will arrive at the Site Address and is based on a clearly identifiable hardware failure. For all unidentifiable faults that require further diagnostics the Service Level automatically becomes a Response.



All software, firmware, and configuration related incidents are exempt from this Service Level. When replacement parts are fitted the parts removed shall immediately become the property of the Supplier. The Supplier reserves the right to use equipment of a similar or higher specification if exact spares are unavailable for any reason.

- (iii) the Services include maintenance of the Equipment which is necessitated as a result of fair wear and tear only. Any repair and/or replacement of consumable items, as defined in paragraph 6, are excluded from the Services and will be subject to additional charges at the Suppliers prevailing rates.
- (iv) where repairs cannot be effectively conducted at the Site Address, the Supplier reserves the right to install loan equipment of similar specification whilst repairs are conducted.
- (v) if loan equipment is installed, the Supplier will use reasonable endeavours to ensure that the repair works are completed within 21 days.
- (vi) software and firmware are included in the Services when specified in the Order; but are exempt from the Service Level. The Company agrees that the Supplier will be entitled to charge the Company any additional charges, at its prevailing rates, for time which in the reasonable opinion of the Company it spends in relation to or on account of any of the following, unless these Services are included as part of other Services provided by the Supplier:
  - (A) data restoration and/or re-establishment;
  - (B) installation and configuration of software on new or replacement hardware or devices;
  - (C) training;
  - (D) upgrades and/or updates of any kind;
  - (E) unauthorised use of the software;
  - (F) inadequate back-up procedures;
  - (G) providing Services to the Company in circumstances where any reasonably skilled and competent system administrator would have judged the Company's request to have been unnecessary;
  - (H) providing the Services to the Company where such support would in the Supplier's reasonable opinion have been unnecessary if the Company had implemented and installed any Update(s) supplied or offered to the Company;
  - (I) providing the Services outside the Coverage Hours; or
  - (J) providing any other Services not covered herein.
- (vii) Data or configuration file restorations of software, firmware, operating system, application do not constitute part of the Service Level. Reasonable endeavours will be made to restore any software, firmware, operating system, applications, assuming that they are listed in the Oder and have been made accessible and available to the Supplier.



- (viii) the Company will take care of the Equipment and will operate it in a suitable environment as recommended by the manufacturers of the Equipment.
- (ix) the Company will operate the Equipment with a suitable stable power supply free from surges and fluctuations as recommended by the manufacturers of the Equipment.
- (x) no alterations shall be made to or parts fitted or adjustments made or repairs carried out to any parts of the Equipment except without prior notification to the Supplier and assurances that the alterations will be compliant with manufacturer guide lines. Consequence for non-conformity will be that the item is excluded from the agreement with no refund.
- (j) for all End User Support Services the following operating systems and software applications are supported:
  - (i) Microsoft Windows versions that are in mainstream support from Microsoft;
  - (ii) Microsoft Office Desktop applications versions that are in mainstream support from Microsoft. The Supplier use its reasonable endeavours to provide assistance with the usage of these applications but cannot offer fully comprehensive application support, for example debugging vba code, or supporting the use of complex excel functions; and
  - (iii) Office 365 Services as follows (noting that the Company may not possess all of these components as part of their Office 365 licence):
    - (A) Email and Calendar;
    - (B) OneDrive for Business;
    - (C) Teams (support limited to resolving issues of service availability);
    - (D) SharePoint (support limited to resolving issues of service availability);
    - (E) Yammer (support limited to resolving issues of service availability);
    - (F) Office Online Applications (Word, OneNote, PowerPoint, and Excel running from a browser, support limited to resolving issues of service availability);
    - (G) Planner (support limited to resolving issues of service availability);
    - (H) Sway (support limited to resolving issues of service availability);
    - (I) Delve (support limited to resolving issues of service availability);
    - (J) Rights Management Services (support limited to resolving issues of service availability); and
    - (K) Voicemail integration with Exchange Online (only where the Supplier also manages all components of the Voicemail and Exchange services);
- (k) resolve simple, known or fully documented technical incidents and problems; and
- (I) manage internal or external escalation of complex issues with the relevant vendors.
- 2.6 The Supplier will not:



- (a) manage or support any of the Company's applications that are not specifically listed in this Service Schedule or specified in the Order form;
- (b) support any peripheral devices such as (but not limited to) printers, headsets, and external storage devices;
- (c) support third party tools or environments, other than those specifically stated in this Service Schedule or specified in the Order form;
- (d) provide any change management, any change will be managed through a defined and chargeable project;
- (e) provide any support of devices running operating systems or applications that are not supported by the Supplier as specified in the Order form;
- (f) provide installation and associated configuration and migration or data transformation work for any applications. Where a supported application may require re-installation the Supplier will use reasonable endeavours to re-install the licenced software, provided the Company can provide the licenced software and the Supplier can gain remote access with the required privileges to the Company's device;
- (g) provide training to the Company on the functionality and use of any supported operating systems or applications, unless specified in the Order form.
- (h) support or manage the Company's active directory;
- (i) provide remedial services to restore, repair or perform any activities to deal with any cyber-attack including but not limited to a virus attack, a phishing attack, or a crypto lock attack. Where the Company requests the Supplier to undertake any remedial services the Supplier reserves the right to charge the Company at the Suppliers prevailing rates or at a rate previously agreed, and the Company agrees to pay for such services prior to the Supplier commencing any works either by using call off time or by providing a PO, or;.
- (j) provide any other activity or service that is not set out in this Services Schedule.
- 2.7 The Company will:
  - take responsibility for carrying out all deployment, configuration, and management of services not provided by the Supplier. The Supplier may take on these tasks at an additional cost to the Company or bespoke professional services engagements, outside the scope of this End User Support Service;
  - (b) be responsible for ensuring that any data provided by the Company and that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the Company; and
  - (c) ensure appropriate connectivity is provided and maintained (unless the Supplier is providing these connectivity services) to ensure the Supplier has access to provide the End User Support Services.

#### 3 Response Times



3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times for the 'End User management', 'End User Escalation Only' and 'End User OOH P1 Named user' services.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours or Extended Waking Hours	Within 60 minutes
Priority 1 (End User Out of Hours)	Outside Extended Waking Hours	Within 2 hours
Priority 2	Waking Hours or Extended Waking Hours	Within 2 hours
Priority 3 or 4	Waking Hours or Extended Waking Hours	Within 4 hours
Priority 5	Waking Hours or Extended Waking Hours	Within 8 hours

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 10 Business Days the event will be classified as a Business Critical Service Failure, save where
  - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (ii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (iii) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
  - (iv) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.
- 3.2 The Supplier will use its reasonable endeavours to deliver the following Response Times for the 'End User VIP' service.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours or Extended Waking Hours	Within 30 minutes
Priority 1 (End User OOH P1 Named user only)	Outside Extended Waking Hours	Within 2 hours
Priority 2	Waking Hours or Extended Waking Hours	Within 1 hours
Priority 3 or 4	Waking Hours or Extended Waking Hours	Within 2 hours



Priority 5	Waking Hours or Exte	ended Waking	Within 4 hours
	Hours		

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 10 Business Days the event will be classified as a Business Critical Service Failure, save where
  - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (ii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (iii) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
  - (iv) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.
- 3.3 The Supplier will use its reasonable endeavours to deliver the following Response Times for the 'End User management (enhanced response)' service.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours or Extended Waking Hours	Within 30 minutes
Priority 1 (End User OOH P1 Named user only)	Outside Extended Waking Hours	Within 2 hours
Priority 2	Waking Hours or Extended Waking Hours	Within 60 minutes
Priority 3 or 4	Waking Hours or Extended Waking Hours	Within 60 minutes
Priority 5	Waking Hours or Extended Waking Hours	Within 4 hours

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 10 Business Days the event will be classified as a Business Critical Service Failure, save where



- (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
- (ii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
- (iii) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
- (iv) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

# 4 Acceptable use

- 4.1 The End User Support Services provided by the Supplier are subject to the Acceptable Use Levels. In the event the Customer requests End User Support Services in excess of the Acceptable Use Levels such End User Support Services will be supplied at an additional cost to the Company (at the Supplier's sole discretion).
- 4.2 The Acceptable Use Levels for the 'End User Management', 'End User VIP', 'End User OOH P1 Named user' and 'End User Escalation Only' services are set out in the table below.

Service	Acceptable Use Levels	
End User management	1.7 average tickets per user per month	
End User management (enhanced response)	1.7 average tickets per user per month	
End User VIP	1.7 average tickets per user per month	
End User OOH P1 Named	1 hour support time per month. £165 (or the current hourly	
user	rate) per hour after first hour used Unused time does not roll over to next month	
End User Escalation Only	0.5 ticket per user per month to provide an overall monthly cap, overage at $\pounds110$ (or the current hourly rate) per hour after	
Ring Central	0.5 ticket per user per month. For the avoidance of doubt the acceptable use limit for Ring Central is additive to any other related Service in this Service Schedule.	

### 5 Planned Maintenance

- 5.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.
- 5.2 During the period of any planned maintenance as detailed in paragraph 5.1, the Response Times will not apply.

#### 6 Consumables

6.1 The following items are classes as consumables



- drum cartridge
- ribbons
- toner cartridge
- paper
- collector units / bottles
- paper separator belt
- maintenance kits
- ozone filters
- developer kits
- print heads
- fuser units
- print wheels
- ink bottles / ink
- ribbon Masks
- transfer Belts
- print shields
- ink cartridges
- print bands
- replace Batteries with Batteries and Standby Power Supplies containing Batteries
- cathode ray tubes
- laptop or Notebook screens and hinges
- all cables of any type
- server storage, tape, and backup drives
- screws, fittings, and brackets
- monitors, displays or VDU's
- all peripherals A peripheral is a device attached to a host computer behind the chipset whose primary functionality is dependent upon the host, and can therefore be considered as expanding the hosts capabilities, while not forming part of the system's core architecture
- terminal / PC accessories such as: screen filters, mouse mats, holsters, monitor arms.