

SERVICE SCHEDULE

INFRASTRUCTURE SUPPORT

This is a Service Schedule as defined in the Agreement. Where the Infrastructure 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;

Guest means a Virtual Machine and Operating System which runs on a Host Server;

Host means a physical Server running a Hypervisor which runs and manages Guest Virtual Machines;

Hypervisor means an Operating System designed to run on a physical Server (the Host) which provides the ability to securely run one or more Virtual Machines (the Guests). The Hypervisor ensures that each Virtual Machine is entirely segregated from every other Virtual Machine and manages the resources which are available to each;

Infrastructure Support Services means the provision of a Supplier-managed Operating System, for the physical and/or virtual devices specified in the Order form, to the Company as further described in this Services Schedule;

Operating System or **OS** means a software system designed to run directly on physical or virtual hardware which manages the hardware state and allows running of additional application software;

Server or **Switch** or **Firewall** or **Router** means a physical or virtual device managed by the Supplier on the Company's behalf entirely for the Company's business needs;

Virtual Machine or **VM** means a virtualised Server environment running a Guest Operating System including the data files which define the Virtual Machine and those which contain the Virtual Machine's associated virtual disk drives and data;

Extended Working 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 paragraph 3.1 for the Supplier to respond to a ticket logged by the Company;

Service Hours means the hours identified in the tables set out in paragraph 3.1; and

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.

2 Service Scope and Description

- 2.1 This Infrastructure 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 Infrastructure 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 Infrastructure 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 Infrastructure 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 provision of the Infrastructure Support Service is subject to the devices and the software running on the devices (including the Operating System) being supported by the manufacturer or a Supplier approved 3rd party. Where the device is not supported then the Supplier will provide the Infrastructure Support Service on a reasonable endeavours basis and any agreed Response Times will not apply, and a failure of any kind will not be counted as a Business Critical Service Failure. The Supplier reserves the right to charge a 25% premium over the then list price for the Infrastructure Support Service where the device is not supported as defined in this paragraph. The Supplier may suspend support of relevant devices under this clause without notice to the Company.
- 2.5 The Order form will specify the type of Infrastructure Support Service being provided to the Company for the device(s), including;
 - (a) infrastructure management;
 - (b) escalation only;
 - (c) managed patching;
 - (d) service improvement; and/or
 - (e) hardware maintenance
- 2.6 The Supplier will:

- (a) design, set up, and configure the device(s) and services for the Company in accordance with best-practice guidelines as defined in the Statement of Work, and / or in the Order form (as applicable). If the Statement of Work or Order form (as applicable) does not require the Supplier to provide any such design, set up, and configuration activity, the Supplier will not be required to undertake such activities.
- (b) provide regular service management reviews, reports, and recommendations, to be delivered monthly unless otherwise agreed (where 'Service Management' is specified on the Order form);
- (c) where 'Infrastructure Management' is specified in the Order form the Supplier will:
 - (i) monitor the Operating System health and remediate issues, notifying the Customer where appropriate. Monitoring includes:
 - (A) network availability;
 - (B) CPU usage;
 - (C) memory usage; and
 - (D) disk capacity;
 - (ii) install and manage system services included within the Server Operating System. This includes the core features and roles, and the services they require (for example, the FTP service);
 - (iii) re-install the Operating System, subject to the Operating System and any other software in scope being supported by the manufacturer or Supplier approved 3rd party, following a failure of an underlying physical or virtual server provided by the Supplier. Re-installation will include any of the Supplier's backup or management agents, any previously-installed Operating System updates, and any software that was installed by the Supplier during the build stage. Should the Operating System or any other software be out of support as defined in this Schedule, and the device which hosts the software not be able to support current versions of the software the Supplier will not undertake any re-installations; and
 - (iv) make configuration changes to help prevent recurring problems or improve security;
 - (v) perform logging, recording and basic diagnosis of all reported incidents; and
 - (vi) perform incident and request management within the agreed Response Times as detailed below in paragraph 3, subject to Acceptable Use Levels.
- (d) where 'Escalation Only' is specified in the Order form the Supplier will:
 - (i) record and manage all incidents raised by the Company's IT staff to the Suppliers service desk and provide assistance in resolving those incidents, subject to:
 - (A) the Response Times, as detailed below in paragraph 3
 - (B) Acceptable Use Levels
 - (C) a detailed description of the issue being provided including the effected devices and or users

- (D) 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.
- (ii) provide monitoring of the devices listed in the Order 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.
- (e) where 'Managed Patching' is specified in the Order form the Supplier will:
 - (i) apply available Operating System and software updates on a schedule selected by the Supplier, the Order may specify the frequency and type of updates to be applied to the relevant device type, where the Company requests a schedule outside of the Suppliers standard additional charges will apply.
- (f) where 'Service Improvement' or Network Health Review is specified in the Order form the Supplier will:
 - (i) undertake defined system checks as defined on the order or as per the Suppliers standards;
 - (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;
 - (E) permissions (group policy and active directory);
 - (F) onsite processes; and
 - (G) backup, including retention policy and offsite data management.

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);

- (g) 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 Order 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.

2.7 The following activities are outside the normal management scope of the Infrastructure Support Service but may be performed by the Supplier at an additional cost to the Company (at the Supplier's sole discretion):

- (a) any re-installation of the Server or Hypervisor Operating System that is not due to a failure of Supplier-owned or managed infrastructure; and
- (b) installation of major version upgrades to the device Operating System;

2.8 The Supplier will not:

- (a) re-install client applications or data, unless backed up by the Supplier as part of a backup service;
- (b) perform major version upgrades of the Operating System, except at an additional cost to the Company (at the Supplier's sole discretion);
- (c) support or carry out installation or configuration of third party applications;
- (d) re-install the Operating System, unless required due to the failure of the Infrastructure Support Service provided by the Supplier;
- (e) provide any support of devices running operating systems that are not supported by the Supplier as specified in the Order form;
- (f) be liable for the availability and security of any Company data held on the device, except to the extent provided for by any additional backup, disaster recovery, or similar service provided to the Company by the Supplier;
- (g) be liable for any licensing and associated charges for software or services that are running on or associated with any of the Services provided under this Schedule, unless such Licenses have been provided by the Supplier and are listed on the Order form. Should it be deemed by an appropriate authority that the Supplier is liable for any

licensing, the Company agrees to pay for such licensing unless they are able to prove that the Supplier installed the software without the Company’s permission.

- (h) provide any change management, any change will be managed through a defined and chargeable project;
- (i) monitor devices unless ‘Infrastructure Management’ is specified in the Order form;
- (j) apply Operating System and software updates unless ‘Managed Patching’ is specified in the Order Form;
- (k) 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
- (l) provide any other activity or service that is not set out in this Services Schedule.

2.9 The Company will:

- (a) 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 (at the Supplier’s sole discretion) or bespoke professional services engagements, outside the scope of this Infrastructure Support Service;
- (b) be responsible for the security and availability of all elements of its IT infrastructure not designed, built, or supported by the Supplier;
- (c) 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;
- (d) ensure sufficient environmental conditions and physical security measures are provided and maintained where on premise services are provided by the Supplier; and
- (e) ensure appropriate connectivity is provided and maintained (unless the Supplier is providing these connectivity services) to ensure the Supplier has access to provide the Infrastructure Support Services where on premise services are provided by the Supplier.

3 Response Times

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times as set out in the table.

Event Type	Service Hours	Response Times
Priority 1	Extended Waking Hours	Within 30 minutes

Priority 1	Outside Extended Waking Hours (where specified on the Order Form)	Within 60 minutes
Priority 2	Extended Waking Hours	Within 2 hours
Priority 3 or 4	Extended Waking Hours	Within 4 hours
Priority 5	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 Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of these 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 5 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 device or device software 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 Infrastructure Support Services provided by the Supplier are subject to the Acceptable Use Levels. In the event the Customer requests Infrastructure Support Services in excess of the Acceptable Use Levels such Infrastructure 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 'Escalation Only' service are set out in the table below.

Service	Conditions
Escalation Only	1 ticket per device per month to provide an overall monthly cap, overage at £110 (or the current hourly rate) per hour after

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 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.