



**SPECIFIC CONDITIONS F1 – ENGINEERING SERVICES (INCLUDING MAINTENANCE)**

These Specific Conditions govern the Engineering Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”) and Specific Conditions X3 – Standard Operational Services (“Specific Conditions X3”), which shall be deemed to be incorporated into the Contract for the performance of any Engineering Services performed under these Specific Conditions.

In the event of any conflict between these Specific Conditions, the Conditions or Specific Conditions X3, these Specific Conditions shall take precedence for the purposes of the Engineering Services only.

The Services set out under the headings “Maintenance Services”, “IMAC Services” and “Deskside Support Services” shall only benefit the Customer if such Services are referred to as being part of the Contract in the Order Form.

**1 DEFINITIONS**

1.1 Capitalised terms used in these Specific Conditions have the following meanings for the purposes of these Specific Conditions only;

“Additional Charges”	means all Charges due to the Company by the Customer that are in addition to the Support Charge in consideration of the provision of the Additional Services;
“Additional Services”	means those additional services to be provided by the Company, including but not limited to those provided in accordance with the procedure for requesting such services as set out in paragraph 8.1 for any IMAC Services, together with any Excepted Matters and any other additional services provided by the Company in accordance with these Specific Conditions;
“Beyond Economic Repair”	means where, in the Company’s opinion (acting reasonably), the estimated cost of Fixing the Supported Equipment exceeds 55% of the market value of replacing that Supported Equipment;
“Cisco Partner LCSS”	means partner lifecycle services software support from Cisco Systems, Inc;
“Commencement Date”	means as defined in paragraph 2;
“Deskside Support Services”	means the services set out in paragraph 9;
“Drivers”	means software that converts data, for example to be printed or scanned, to the form specific to the relevant Supported Equipment to allow applications to connect to the Supported Equipment to perform a function such as printing or scanning, without being aware of the technical details of the relevant hardware model of the Supported Equipment;
“End User Service Desk”	means either an End User service desk provided by the Company under Specific Conditions K1 – End User Service Desk Services or an End User service desk under the control of the Customer that is either the Customer’s internal End User service desk or a nominated third party End User service desk;
“Engineering Services”	means the Maintenance Services, IMAC Services, Deskside Support Services, IT Clinic Services and Additional Services;
“Excepted Matters”	has the meaning set out in paragraph 5.1;
“Fault”	means any Hardware Fault and/or any Software Incident;
“Firmware”	means data and/or software that resides in the Supported Equipment’s read-only memory (ROM) or other less transient part of the Supported Equipment’s memory than a hard or floppy disk and provides instruction on how that Supported Equipment should operate;
“Fix”	means in respect of carrying out such repairs, replacement of parts, lubrication and/or adjustment as appropriate to remedy the Fault so that the Supported Equipment and/or Supported Software is returned to working order, which will include any Temporary Fix;
“Hardware Fault”	means any fault, issue or matter relating to any Supported Equipment excluding Software Incidents;
“IMAC Project”	means as defined in paragraph 8.6.1;
“IMAC Services”	mean installations, moves, additions and/or changes to Supported Equipment and/or other Customer equipment, such services to be performed by the Company in accordance with paragraph 8 following a Service Request;
“Incident Notification”	means any notification of a Fault made by the Customer in accordance with paragraph 4.8;
“Incident Management Process”	means the Company’s process for accepting and dealing with Incident Notifications as provided in accordance with the Specific Conditions X3;
“Loan Equipment”	means as defined in paragraph 7.1;
“Maintenance Services”	means the Services set out in paragraph 4 of these Specific Conditions;
“Maintenance Services Level”	means the applicable level of Maintenance Services to be applied to a particular item of Supported Equipment and/or Supported Software as set out in the Order Form;
“NBD”	means next business day service;
“Rate Card”	means the relevant rate card for the Support Charges and Additional Charges as set out or referred to in the Order Form;
“Request Fulfilment Process”	means the Company’s process for accepting and dealing with Service Requests as provided in accordance with the Specific Conditions X3;
“Response Time to Customer Premises or Site”	means as identified in the Order Form or, if none are stated, in accordance with paragraph 15.1;
“Service Desk”	means the service desk provided by the Company to act as the point of contact for the Customer’s Representatives;
“Service Request”	means any request for IMAC Services made by the Customer in accordance with the Request Fulfilment Process;
“Smart Hands”	means a support engineer able to follow practical instructions (where required) from the Company’s technical personnel who are guiding the engineer remotely to implement a resolution;
“Software Incident”	means any fault resulting in an unplanned interruption to or a reduction in the quality of the Supported Software;
“Statement of Works”	means a written document, signed and agreed by both parties to identify the IMAC Project works and services required by the Customer and to be delivered by the Company, which the Customer will use to request IMAC Project services from the Company pursuant to this Contract;
“Support Charge”	means the recurring Charges due to the Company by the Customer in consideration of the provision of the Maintenance Services, as set out in the Order Form;
“Support Hours”	means the times or hours when the Maintenance Services are available to the Customer, as stated in the Order Form, or if no support hours are stated, the applicable hours and days set out in Table 1 of paragraph 15.1;



"Supported Equipment"	means only such items of hardware, equipment and assets that are expressly and individually listed in the Order Form as Supported Equipment;
"Supported Software"	means all Firmware and Drivers in any Supported Equipment together with any other software expressly referred to in the Order Form as Supported Software;
"IT Clinic"	means a drop in centre known as the 'IT Clinic' at those Customer Premises identified in the Order Form, which will be staffed by the IT Clinic Engineer providing the IT Clinic Services during the agreed T Hours;
"IT Clinic Engineer"	means the Company Personnel appointed by the Company to provide the IT Clinic Services;
"IT Clinic Hours"	means the agreed days and times and/or frequencies as identified in the Order Form for the Company to provide the IT Clinic Services;
"IT Clinic Services"	means the Services provided by the Company to the Customer's End Users at the IT Clinic in accordance with paragraph 10;
"Technical Diagnosis"	means the act of seeking to identify the cause of an Incident by investigating and analysing its signs and symptoms, with the objective of determining the reason for the Incident and identifying the steps required to restore the Relevant Service or otherwise resolve the Incident;
"Temporary Fix"	means carrying out such temporary repairs, replacement of parts or adjustments and/or providing Loan Equipment, where applicable, to temporarily remedy the Fault pending the arrival of relevant spare parts and/or replacement equipment to enable a Fix, provided always that such Supported Equipment (or Loan Equipment) is installed and operational; and
"Username"	means any username or logon identification used by the Company Personnel to access to a Customer's computer, network, or online service as required to deliver the Engineering Services.

1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions or Specific Conditions X3.

**2 SERVICE COMMENCEMENT DATE**

2.1 The Commencement Date of the Engineering Services is the date specified as such in the Order Form or, if no date is specified the Effective Date.

**3 MINIMUM TERM AND DURATION**

3.1 The Minimum Term for Engineering Services is as set out in the Order Form, or if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

3.2 Subject to earlier termination in accordance with the terms of this Contract, this Contract will continue for the Minimum Term. Upon the expiry of the Minimum Term, this Contract will renew automatically for a further period of twelve months (a "Rollover Period"), unless terminated by either party giving not less than 90 (ninety) days' notice in writing to the other party prior to the end of the Minimum Term.

3.3 At the end of a Rollover Period (and each subsequent Rollover Period), this Contract will renew automatically for a further Rollover Period, unless terminated by either party giving not less than 90 (ninety) days' notice in writing to the other party prior to the end of the then current Rollover Period.

**4 MAINTENANCE SERVICES**

4.1 In respect of the Maintenance Services, the Customer warrants that, as at the Commencement Date, the Supported Equipment is functioning normally and free from recurring faults except to the extent that such faults are disclosed in writing to the Company and accepted by the Company in writing.

4.2 If, immediately prior to the Commencement Date, the Supported Equipment:

- 4.2.1 is not already maintained by the Company; or
- 4.2.2 was not installed by the Company within the last 12 months; or
- 4.2.3 is still within the scope of an express warranty given by the Vendor;

then the Company may at its discretion inspect the Supported Equipment.

4.3 If following the inspection under paragraph 4.2, any Supported Equipment or any part thereof is not functioning normally, free from recurring faults and otherwise suitable for inclusion within the Maintenance Services, as notified by the Company to the Customer in writing following such inspection, the Customer shall at its option either:

- 4.3.1 withdraw that piece of Supported Equipment from the Agreement; or
- 4.3.2 permit the Company to undertake such repair work as may be necessary to put the Supported Equipment back into good working order;

and the Customer will pay for such inspection and/or repair as an Additional Service in accordance with paragraph 14.

4.4 Unless and until the Customer has notified its choice of option to the Company under paragraph 4.3, the Company will have no obligation to provide any Maintenance Services in respect of that notified Supported Equipment. If the Customer has not notified the Company within 20 (twenty) Business Days of the Company's notification under paragraph 4.3, the Company may by notice in writing to the Customer cancel the Maintenance Services for the affected Supported Equipment without liability and the Support Charges will be recalculated accordingly.

4.5 In consideration of and subject to the payment of the Support Charge by the Customer, the Company will provide the Maintenance Services to the Customer in respect of the Supported Equipment in accordance with these Specific Conditions.

4.6 Unless it is otherwise stated in an Order Form that a different level of service (in terms of response times and hours of attendance) will apply, the Company will use its reasonable endeavours to provide the Maintenance Services from the Commencement Date during the Support Hours. Any time period stated in respect of the Company's obligations under this Contract is not guaranteed nor capable of being deemed to be of the essence of this Contract.

4.7 Subject to spare part availability and subject to the Excepted Matters, the Company will provide all necessary spare parts that are in the reasonable opinion of the Company required to Fix the Supported Equipment. All replaced parts installed into the Supported Equipment will become the property of the Customer upon installation, provided that the Support Charges and any Additional Charges (if relevant) have been received by the Company.

4.8 The Customer may, through its authorised Customer Representatives only, any time after becoming aware of a Fault in respect of the Supported Equipment or Supported Software report such Faults to the Service Desk (an "Incident Notification") in accordance with the Incident Management Process.

4.9 Once the Technical Diagnosis is completed, the Company will:

- 4.9.1 where the Company is unable to Fix and/or diagnose the Fault by telephone and where attendance at Customer Premises is included in the Customer's chosen Maintenance Services Level, as soon as reasonably practicable arrive at the Customer Premises to attend the Equipment;
- 4.9.2 where the Company is unable to Fix the Fault remotely and where attendance at Customer Premises is not included in the Customer's chosen Maintenance Services Level, send a replacement part to the Customer's Premises.

4.10 The Company may attempt to Fix certain Faults remotely, where appropriate and applicable.

4.11 Subject to any other rights that the Customer may have under any other contract with the Company for the original supply or installation of the Supported Equipment, which may require repair or replacement under warranty, the Company will be entitled to replace any faulty or defective part of any Supported Equipment with either new or serviceable reconditioned parts at its discretion.

4.12 The Company will provide and/or will request repairs and/or replacement parts for the Supported Equipment by liaising directly with third parties as required to Fix the Supported Equipment.

4.13 As soon as reasonably possible following the receipt of the Incident Notification, the Company will notify the Customer of the estimated time of arrival for the Company Personnel at the relevant Customer Premises or Site.



- 4.14 Providing such items have been made available to the Company by the Customer, the Company will ensure that any Company Personnel responding to an Incident Notification will have the relevant security clearance, card access and gate keys necessary to gain access to the Customer Premises for the purposes of providing the Maintenance Services. If the Company Personnel cannot gain entry to the relevant Customer Premises or Site, paragraph 4.19 will apply.
- 4.15 The Customer can cancel any Incident Notification at any time by giving notice to the Company. Such Incident Notification will be deemed to be Fixed and closed at the point of cancellation for the purposes of determining Company's achievement or otherwise of the Service Levels. Any cancelled Incident Notification may be charged to the Customer as an Excepted Matter in accordance with the Rate Card.
- 4.16 The Company will ensure that on arrival at the Customer Premises, the Company Personnel notify the Customer that they have arrived. The time of arrival recorded by the Company will be recorded as the actual Response Time to Customer Premises or Site for the purposes of calculating whether the applicable Response Time to Customer Premises or Site Service Level has been achieved in accordance with paragraph 15.1.
- 4.17 The Company will update the Customer as soon as reasonably possible following any material change to the estimated time of arrival of Company Personnel at any Customer Premises or Site.
- 4.18 Subject always to the Excepted Matters, the Company will use its reasonable endeavours to Fix any Fault, which will include the Company Personnel using their own skill and judgement to Fix a Fault where the actual Fault diagnosed upon arrival at the Supported Equipment does not match information provided by the Customer as part of the Incident Notification.
- 4.19 Where any Company Personnel are unreasonably refused access to any Customer Premises or Site by the Customer or are otherwise unable to access the Customer Premises or Site, the Company will notify the Customer of the situation together with sufficient details to allow the parties to determine the cause and action required. The Company Personnel will remain at the Customer Premises or Site for a further period of fifteen (15) minutes or such time as is agreed with the Customer (whichever is the shorter). The Company will be entitled to charge for this period of waiting time in accordance with the Rate Card. In circumstances where the Company does not gain access to the Customer Premises or Site and/or Supported Equipment at all, the Company will be entitled to charge for the abortive visit in accordance with the Company's Rate Card and the Fault will be deemed to be Fixed and closed within any relevant Service Level.
- 4.20 If the Company Personnel reasonably require assistance or support from the Customer, the Company will contact the Customer and the Customer will provide such assistance that the Company Personnel may reasonably require. The Customer will not charge the Company for any such assistance or other support received from the Customer in relation to any Fault.
- 4.21 Subject to the Customer having paid for the applicable Vendor's software updates and patches and made such updates and patches available to the Company, where a Fault is determined to have been caused by a Software Incident, the Company will provide remote support of the Supported Software running on the Supported Equipment together with any other Supported Software listed as such in the Order Form. In response to a relevant Incident Notification, this includes applying patches to the Firmware or other Supported Software to address security vulnerability, stability, performance and/or functionality issues.
- 4.22 Any patches or updates will be agreed with the Customer before being applied. If the Customer requires any such update to be deferred, rescheduled or supported outside of Normal Working Hours, additional Charges may apply, which the Customer will be notified of in advance of such Charges being incurred.

**5 EXCEPTED MATTERS**

- 5.1 Unless expressly provided for under the Order Form as Additional Services and except where agreed by the Company to be provided as Additional Services pursuant to paragraph 14, the Maintenance Services under this Contract will not include the following (the "Excepted Matters"):
  - 5.1.1 maintaining or repairing any anything not individually listed as Supported Equipment (whether or not it is interconnected with or connected to the Supported Equipment), including but not limited to any electrical works, cabling or extension wiring that is external to the Supported Equipment;
  - 5.1.2 unless otherwise expressly agreed in the Order Form, Fixing any Faults in any Supported Equipment that is not located at those Customer Premises and/or Sites listed in the Order Form as being subject to the Maintenance Services;
  - 5.1.3 repairing or resolving any defect and/or error in any software (that is not Supported Software) used upon or in association with the Supported Equipment, including any such defect or fault as a consequence of modifications to and/or customisation of any Supported Equipment or Supported Software in accordance with a Service Request or necessary to Fix a Fault in response to an Incident Notification;
  - 5.1.4 programming, reprogramming, configuration or reconfiguration of the Supported Equipment to provide improved or modified functionality, service or facilities;
  - 5.1.5 Fixing any Faults in Supported Equipment caused by telephone area code changes or changes in Carriers;
  - 5.1.6 repairing any Fault or replacing any Supported Equipment as a result of any act of God or other force majeure, including but not limited to flood, water damage or sewage contamination, lightning, fire, explosion, acts of public enemies, terrorist attack, nuclear chemical or biological contamination, accidental damage, vandalism or act of sabotage, or theft or other loss;
  - 5.1.7 repairing any defects in the external cosmetic finishes of any Supported Equipment;
  - 5.1.8 Fixing any Fault arising as a result of:
    - (a) accidental damage, neglect or misuse by the Customer (including, but not limited to failure to follow any relevant requirements, recommendations and/or instructions supplied by the Company or the Vendor and/or any use of the Supported Equipment or Supported Software by the Customer for a purpose or in an operating environment other than for which it was designed);
    - (b) any defect or error in any software used on or in association with the Supported Equipment, other than Supported Software;
    - (c) telephone line conditions, failure or fluctuations in electrical power supply and/or failure of air conditioning plant or other unsatisfactory environmental conditions for the Supported Equipment;
    - (d) any repair, upgrade, maintenance or modification to the Supported Equipment (including but not limited to the connection or installation of unapproved accessories, attachments, software or other devices) by any person other than the Company;
  - 5.1.9 relocation or transportation of the Supported Equipment, except where it has been performed by or under the direction of the Company;
  - 5.1.10 the merger or integration of Supported Software (in whole or in part) with any other software by any person other than the Company;
  - 5.1.11 Fixing any Hardware Fault where the such item of Supported Equipment is Beyond Economic Repair or will become unsupportable due to a shortage of skills and/or spare parts;
  - 5.1.12 unless otherwise expressly provided in the Order Form or otherwise in this Contract, supplying, maintaining and/or replacing any ancillary or consumable items including but not limited to:
    - (a) aerials and aerial systems,
    - (b) cabinets;
    - (c) batteries including 'UPS' batteries;
    - (d) cassettes and magnetic media;
    - (e) portable computer (laptop) screens;
    - (f) fuses;
    - (g) cathode ray tubes;
    - (h) printer character bands and/or print heads;
    - (i) toner cartridges and kits, image drums (EP cartridges), fuser units, transfer belts, waste toner bottles and ribbons;
    - (j) developer units;
    - (k) Vendor-recommended cleaning, service or maintenance kits or routine activities;
    - (l) laser printer drum kits and/or user maintenance kits; and



- (m) any other consumables defined as such by the relevant Vendor;
- 5.1.13 restoring, uploading or reconstituting any data /or software applications relating to the Supported Equipment;
- 5.1.14 Fixing any Faults in Supported Equipment that appear in the relevant Order Form with an inaccurate or misleading description or specification;
- 5.1.15 in respect of Supported Software (including where the Supported Equipment includes Supported Software) the Customer's failure to install any updates or enhancements that have been made available to the Customer by the Company or the Vendor;
- 5.1.16 any upgrades to Supported Equipment that are necessary to correct stability issues;
- 5.1.17 any modification or alteration of or attachment to the Supported Equipment or removal of the same and/or any upgrading or replacement of Supported Equipment that is not faulty or the supply or installation of new equipment;
- 5.1.18 routine and/or proactive maintenance services and/or maintenance visits;
- 5.1.19 in respect of any new items of Supported Equipment that are added to this Contract, any Faults in respect of such new item of Supported Equipment, where that new item of Supported Equipment has not been deployed and in normal use and operation without error for 7 (seven) days or more following such item of Supported Equipment being added to this Contract; and
- 5.1.20 attendance by Company Personnel at the Customer Premises, where the Service Level "Part Commit" has been chosen by the Customer as stated in the Order Form, and which otherwise includes remote Technical Diagnosis and parts only being sent to the applicable Customer Premises or Site in accordance with paragraph 15.1.

**6 DISCONTINUED MAINTENANCE SERVICES**

- 6.1 Without prejudice to any other right of suspension or termination of any Maintenance Services under this Contract, the Company will have the right to discontinue the Maintenance Services in respect of any item of Supported Equipment (without liability to the Customer) in the event that:
  - 6.1.1 the Vendor of the Supported Equipment has ceased to supply or manufacture such Supported Equipment or relevant spare parts for such Supported Equipment; and/or
  - 6.1.2 the Company is of the reasonable opinion that an item of Supported Equipment is at the end of its normal, useful working life or for which parts are no longer reasonably, commercially available or is Beyond Economic Repair or will otherwise become unsupportable;
 provided that the Company notifies the Customer as soon as reasonably practical after it is aware of any such event provided for in paragraph 6.1.1 and/or 6.1.2 and will either (upon agreement with the Customer): (i) terminate the Maintenance Services in respect of the affected Supported Equipment and remove the Supported Equipment from the applicable list of Supported Equipment under this Contract and in doing so will provide a refund of the pro rata proportion of the Support Charges for the removed Supported Equipment relating to the period following suspension and/or termination; or (ii) replace or upgrade the affected Supported Equipment as an Additional Service, at the Customer's cost.

**7 TEMPORARY FIX**

- 7.1 Where the Company has agreed to provide loan equipment for the purposes of a Temporary Fix ("**Loan Equipment**"), such Loan Equipment will remain the property of the Company.
- 7.2 The Customer will:
  - 7.2.1 not modify the Loan Equipment without the prior written consent of the Company;
  - 7.2.2 only use in conjunction with the Loan Equipment those accessories, attachments or items of additional equipment that have been expressly approved by the Company;
  - 7.2.3 not remove the Loan Equipment from the Customer Premises without the prior written consent of the Company;
  - 7.2.4 not attempt to adjust, or repair the Loan Equipment nor authorise or permit anyone other than the Company or its agents to do so without the prior-written consent of the Company;
  - 7.2.5 notify the Company promptly if the Loan Equipment requires maintenance or is not operating correctly;
  - 7.2.6 not sell, assign, sub-let, pledge or part with possession or control of or otherwise deal with the Loan Equipment or any interest therein nor purport to do any of such things nor create or allow to be created any mortgage, charge, lien or other encumbrance on the Loan Equipment;
  - 7.2.7 keep the Loan Equipment free from distress, execution or any other legal process and will immediately give to the Company notice of any claim or threatened claim to the Loan Equipment by any third party;
  - 7.2.8 provide adequate and suitable environment, space and security to house the Loan Equipment; and
  - 7.2.9 ensure the availability of constant power supply to the Loan Equipment.

**8 IMAC SERVICES**

- 8.1 The Customer may, through its authorised Customer Representatives only, any time during the Term of this Contract request an IMAC Service in accordance with the Request Fulfilment Process.
- 8.2 Where the Company in its sole discretion agrees to comply with a request for IMAC Services, it will be rendered against payment of Additional Charges for the relevant period.
- 8.3 **Installations**
  - 8.3.1 The following will be included as part of the standard IMAC Service for new installations of the relevant equipment:
    - (a) the Company will render the installation services at an existing Customer Premises or Site;
    - (b) the unpacking of the equipment;
    - (c) the removal of all packaging material to an onsite location designated by the Customer for disposal by the Customer;
    - (d) the assembling, installation and physical connection of the equipment to the Customer's network;
    - (e) testing the connectivity and operability of the equipment;
    - (f) the de-installation of the old equipment or other equipment being replaced, to an onsite location designated by the Customer for disposal by the Customer (unless otherwise agreed).
- 8.4 **Moves**
  - 8.4.1 The following will be included as part of the standard IMAC Service for moving equipment:
    - (a) a move consists of a single disconnection and de-installation of the equipment at a Customer Premises or Site and the reinstallation and reconnection of the same equipment within the same Customer Premises or Site; and
    - (b) testing the connectivity and operability of the relevant equipment following a move.
- 8.5 **Additions and Changes**
  - 8.5.1 The following will be included as part of the standard IMAC Service for additions to and changes to equipment:
    - (a) any change or modification as stipulated in a Service Request to an item of equipment; and
    - (b) the testing of the modified equipment.
- 8.6 **IMAC Projects**
  - 8.6.1 Requests for IMAC Services that involve more than 5 (five) (or such other amount as may be agreed in a Statement of Work) items of equipment will be treated as a project (an "**IMAC Project**").



- 8.6.2 Once the Company has agreed the IMAC Project, the Customer will need to provide to the Company with a completed and signed Statement of Works and the Company will only be obliged to proceed with an IMAC Project once it has received the required signed and completed Statement of Works.





**9 DESKSIDE SUPPORT SERVICES**

- 9.1 The Company may provide the following Deskside Support Services to the Customer where Deskside Support Services are identified within the Order Form, at the Customer Premises:
- 9.1.1 personal computer re-imaging (from scripts and manual re-installations) as appropriate;
  - 9.1.2 software restoration (from scripts & manual re-installations) as appropriate; and
  - 9.1.3 troubleshooting;
- in each case remotely where appropriate or through attendance at the Customer Premises by a Smart Hands engineer.
- 9.2 In conducting the Deskside Support Services, the Company will work with Customer's Representatives to test software and documentation associated with new releases and hardware. This activity shall be requested by the Customer through a Service Request.
- 9.3 For the avoidance of doubt, software specifications will be set by the Customer and software licencing will be managed by the Customer's software licencing team.
- 9.4 Deskside Services will only be available on:
- 9.4.1 desktop personal computers;
  - 9.4.2 laptops;
  - 9.4.3 printers; and
  - 9.4.4 in respect of thin client software (being where the server handles the bulk of the workload for a software application that runs on a personal computer or workstation and relies on a server to perform some operations);

and for the avoidance of doubt deskside support services will not therefore apply to thick client software (being where software is installed on the personal computer or workstation and the personal computer or workstation handles the bulk of the workload and implements its own features locally).

**10 IT CLINIC SERVICES**

- 10.1 Where identified in the Order Form that the Company will provide IT Clinic Services to the Customer, the Company will provide a IT Clinic, where End Users can raise Incidents and/or Service Requests in person on an item of Supported Equipment and/or Supported Software. Issues raised by End Users at the IT Clinic that are out of the scope of the Engineering Services will be directed to the Customer and/or assisting the End User in logging a ticket. The IT Clinic Engineers will record all Incidents and Service Requests raised by the End User at the IT Clinic with the relevant End User Service Desk.
- 10.2 The Customer will make available an appropriate area for the IT Clinic and any appropriate facilities and/or equipment reasonably required by the Company Personnel at the Customer Premises free of charge to the Company, for the Company's use in providing the IT Clinic Services. The Customer will provide licensed copies of the Supported Software to the Company Personnel to enable them to perform the IT Clinic Services.
- 10.3 As part of the IT Clinic Services, the Company Personnel may provide the following activities for an End User at the IT Clinic:
- 10.3.1 In relation to the Supported Equipment and/or Supported Software, an End User may raise a ticket via the End User Service Desk or by attending the IT Clinic, which may then be followed up by a deskside visit to resolve the issue at an appointed time within the IT Clinic Hours.
  - 10.3.2 The IT Clinic Engineer may perform a re-imaging of a laptop with a standard build at the IT Clinic where requested by an End User and where such image is made readily available by the Customer.
  - 10.3.3 The IT Clinic Engineer may provide a troubleshooting exercise in order to resolve any issue in respect of the Supported Software. The IT Clinic Engineer may also provide an 'on the spot' demonstration of the functionality of any Microsoft Office software to answer such queries including but not limited to 'How do I...?.'
  - 10.3.4 In relation to the Supported Equipment and/or Supported Software, an End User may be able to book an appointment for the installation of new Supported Software, configuration and/or to identify any problems with the automatic updates to any Supported Software at the End User's desk, or where the fault is related to a laptop, the IT Clinic Engineer may agree a time with the End User to collect the laptop at the IT Clinic once such activity has been performed.
  - 10.3.5 The IT Clinic Engineer may also organise an informal training session at the IT Clinic during the IT Clinic Hours with one or more End Users where the Customer has identified a general need for training.
- 10.4 If, for any reason, any Company Personnel engaged in the IT Clinic Services become unavailable for the performance of the IT Clinic Services, the Company will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 10.5 Any addition, modification or adjustment to the scope of the IT Clinic Services agreed in the Order Form and being provided by the Company must be agreed in writing between the parties.
- 10.6 The parties agree that nothing in this Contract shall render the IT Clinic Engineer an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Company Personnel.
- 10.7 The Customer will procure that the Customer Representatives will reasonably co-operate with the IT Clinic Engineer to enable the Company to provide the IT Clinic Services.

**11 CUSTOMER OBLIGATIONS**

- 11.1 The Customer will not relocate any Supported Equipment within the Customer Premises or Site, nor remove the Supported Equipment from the Customer Premises or Site where it is located as at the Commencement Date without the prior written consent of the Company, such consent not to be unreasonably withheld. Where the Company consents to such relocation, the Company may also provide the relocation and installation service, as an IMAC Project, the cost of which would be paid by the Customer as an Additional Service in accordance with paragraph 14.
- 11.2 The Customer will:
- 11.2.1 ensure that, at the Commencement Date, the Supported Equipment is fully functional and free from recurring faults except to the extent that such faults are disclosed in writing to the Company and accepted by the Company in writing prior to the Commencement Date;
  - 11.2.2 use and/or operate the Supported Equipment and any removable media in a normal and proper manner and at all times in accordance with the Vendor's and/or the Company's instructions, recommendations and/or requirements;
  - 11.2.3 carry out appropriate routine maintenance of the Supported Equipment in accordance with good practice and, where applicable, the Vendor's recommendations;
  - 11.2.4 only use consumables, media and storage devices of a type approved by the Vendor;
  - 11.2.5 where the Supported Equipment is under a Vendor's warranty, take all steps, measures and meet all requirements (including the environmental conditions) contained in the Vendor's warranty documents and/or operating instructions and Vendor's written recommendations supplied with such Supported Equipment;
  - 11.2.6 where the Supported Equipment is located at Customer Premises (or any other Site that is not staffed by Company Personnel or otherwise under the control of the Company):
    - (a) provide reasonable on-site 'remote hands' assistance, including but not limited to power cycling the Supported Equipment; assisting with troubleshooting and diagnosing issues including, providing sample output and other diagnostic information; carrying out minor maintenance adjustments suggested by the Company, including but not limited to minor programming changes; and replacing certain spare parts, such as handsets including any usual stock spare parts that are available at the relevant Customer Premises or relayed by the Company by courier or post;
    - (b) ensure that the Supported Equipment is at all times used and operated in a suitable operating environment, including, where applicable, ensuring that Supported Equipment is housed in an appropriately secure, well-ventilated cabinet with sufficient environmental control to maintain both temperature and moisture in accordance with the Vendor's operating instructions, recommendations and requirements;



- (c) ensure the power supply to the Supported Equipment is protected to maintain continuous supply and prevent spikes and losses of power;
- (d) make Supported Equipment (or other relevant equipment, as applicable) accessible to the Company and if the Company reasonably requests it, allow the Company to inspect the Supported Equipment as soon as possible following the Company's request;
- 11.2.7 appoint at least one Customer Representative, who will be appropriately experienced and/or trained in the use of the Supported Equipment. The Customer will ensure that such principal operator is available to carry out reasonable instructions and to liaise on Engineering Services matters with the Company;
- 11.2.8 not (and shall not employ or permit a third party to) make any alterations or adjustments to the programming or physical structure of the Supported Equipment or to the Supported Software without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed); and
- 11.2.9 where applicable and unless agreed to be provided by the Company under this Contract or otherwise, provide such remote access through secure connectivity from the Company's management systems to the Supported Equipment as required to enable remote configuration and/or management of the Supported Equipment and Supported Software by the Company, and maintain responsibility for any associated third party charges.
- 11.3 It is the Customer's sole responsibility to take adequate and regular backup copies of data and operating and application software held on the Supported Equipment in order that they may be restored in the event of corruption or other loss howsoever occasioned (including where caused by the act or omission of the Company) and to restore such data, operating and application software in the event of corruption or loss, following an Incident or delivery of an IMAC Service, unless otherwise expressly agreed in this Contract or in a relevant Service Request or Statement of Works.
- 11.4 The Customer will enable all relevant logons or passwords required for Company Personnel (who should have their own logons). The Customer will not change or attempt to change a Username without the Company's written consent (not to be unreasonably withheld or delayed).
- 11.5 Where the Company is to install any new equipment as part of the IMAC Service, the Customer shall at its own expense and prior to the performance of such Services:
  - 11.5.1 obtain all necessary consent(s) for the installation and use of the equipment, including consent for any necessary alterations to buildings;
  - 11.5.2 ensure that any floor loading limits will not be exceeded;
  - 11.5.3 provide suitable accommodation, foundations and environment for the equipment, including all necessary structural alterations, to permit installation, trunking, conduits and cable trays in accordance with all applicable installation standards unless such services are specifically contracted for under this Contract; and
  - 11.5.4 provide electric power required for the installation, operation, test and maintenance of the equipment.

**12 EXCLUSIONS FROM ENGINEERING SERVICES**

- 12.1 The following are excluded from the Engineering Services:
  - 12.1.1 a dedicated helpdesk and/or, save as set out in paragraph 10, first line support of End Users;
  - 12.1.2 repairing or replacing any Supported Equipment that cannot be fixed due to the failure of any other software or the system (not being Supported Equipment) without such unsupported software or system being repaired, or which could be fixed, but would fail again unless the unsupported software or system is repaired by the relevant third party;
  - 12.1.3 unless otherwise expressly provided in the Order Form or otherwise in this Contract, repairing, maintaining or replacing of any Supported Equipment that is at the end of its normal, useful working life or for which parts are no longer reasonably, commercially available;
  - 12.1.4 fixing any Software Incident for which a patch, fix or update is required from the relevant Vendor but has not yet been made available by the applicable Vendor;
  - 12.1.5 PAT testing;
  - 12.1.6 Apple hardware support;
  - 12.1.7 audio/video equipment;
  - 12.1.8 personal broadband equipment such as routers and hubs;
  - 12.1.9 assistive technology hardware break-fix; and
  - 12.1.10 work required due to intermittent keyboard faults.
- 12.2 The Company is not responsible for any defect in design, manufacture, installation or performance of the Supported Equipment, provided that where the Company was responsible for the original design, supply and/or installation of such Supported Equipment, its responsibilities in that regard will be dealt with under and in accordance with the relevant contract for such design, supply and/or installation.
- 12.3 The Customer is not entitled to request any Incident Notification or Service Request (and Company shall not be obliged to provide Engineering Services or Additional Services including any IMAC Services) if the relevant location is:
  - 12.3.1 outside the United Kingdom; or
  - 12.3.2 within the United Kingdom and in:
    - (a) the Highlands (area North and West of a line between Inverness and Fort William and West of a line between Dunoon and Fort William) and Islands of Scotland;
    - (b) West Cornwall (being the area west of Newquay and Truro); or
    - (c) the Isle of Wight, Isle of Man, Orkneys, Shetlands, Outer and Inner Hebrides, Northern Ireland, Channel Islands, Isles of Scilly.
- 12.4 Unless expressly agreed in writing to the contrary, the Company shall not be liable to perform any activities to address issues experienced by any or all End Users caused to any extent by a virus, malware or cyber-attack and nor shall the Company be liable to perform any activities to restore data or to advise in respect of data security processes, systems or measures.

**13 CHARGES AND PAYMENT**

- 13.1 The Support Charges for the Maintenance Services are as identified in the Order Form.
  - 13.2 Additional Services will be calculated in accordance with the Rate Card for Additional Services as set out in the Order Form.
  - 13.3 The Additional Charges for IMAC Services (excluding IMAC Projects) will be calculated in, accordance with the Rate Card for IMAC Services as set out or referred to in the Order Form or as otherwise provided in the Order Form.
  - 13.4 The Additional Charges for IMAC Projects will be as agreed by the parties and set out in the relevant Statement of Works for the relevant IMAC Project.
  - 13.5 The Additional Charges for Deskside Support Services will be as set out or referred to in the Order Form.
  - 13.6 Deskside Support Services Charges will be invoiced annually in advance, unless otherwise stated in the Order Form, and any Additional Charges will be invoiced monthly in arrears.
  - 13.7 Support Charges will be invoiced annually in advance, unless otherwise stated in the Order Form, and any Additional Charges will be invoiced monthly in arrears.
- Unless otherwise stated in an Order Form, the Customer will pay the Support Charge to the Company in advance of the relevant period as set out in the Order Form and will pay any Additional Charges monthly in arrears in accordance with paragraph 14.



**14 ADDITIONAL SERVICES**

- 14.1 The Company may, in its sole and absolute discretion, use its reasonable endeavours to provide all or any of the Excepted Matters as Additional Services and in doing so, will be entitled to charge the Customer for the same by levying Additional Charges in accordance with the Rate Card and paragraph 14.4. The Company's performance in relation to responding to and/or otherwise providing such Additional Services in accordance with this paragraph 14.1, will not be counted in relation to its achievement or otherwise of the Service Levels. Such Additional Services will be performed during Normal Working Hours, unless otherwise agreed in writing by the Company.
- 14.2 In relation to equipment that is not Supported Equipment, requests can still be made by the Customer to the Company to attend to and/or resolve any fault, issue, matter or notice in relation to such equipment. The Company will respond to such requests (seeking to act, where practicable, in the spirit and intent of these Specific Conditions), and the Customer will be liable to pay the Company the Additional Charges in accordance with the Rate Card and paragraph 14.4. Notwithstanding any provision to the contrary, such incidents will not benefit from any Service Level measurement and/or performance indicator measurements. The Company's performance in relation to responding to and/or otherwise providing such Additional Services in accordance with this paragraph 14.2, will not be counted in relation to its achievement or otherwise of the Service Levels.
- 14.3 The following will be classed as Additional Services under these Specific Conditions and if undertaken the Company will be entitled to charge the Customer Additional Charges in paragraph accordance with 14.4:
  - 14.3.1 if Engineering Services are provided in circumstances where any person who is reasonably skilled and competent in the field of maintaining the appropriate telecommunications or information technology equipment would have judged the Customer's request to have been unnecessary;
  - 14.3.2 if the Customer reports an apparent fault of the Supported Equipment to the Company and upon investigation by the Company the Supported Equipment and/or its Installation is found not to be defective;
  - 14.3.3 where the Company determines that a fault that has been reported to the Company is a fault of the Carrier; and/or
  - 14.3.4 to the extent caused by a breach by the Customer of its obligations in paragraph 11;
  - 14.3.5 any additional costs arising due to Engineering Services being delayed at the Customer's request, physical access issues and/or planned downtime by the Customer;
  - 14.3.6 provision of any data recovery or data security services; and/or
  - 14.3.7 activities undertaken to address issues experienced by any or all End Users caused by a virus, malware or cyber-attack.
- 14.4 Additional Charges will be levied and invoiced by the Company in accordance with the Rate Card as follows:
  - 14.4.1 following completion of any Additional Services supplied under paragraphs 14.1, 14.2, 14.3.1, 14.3.4 and/or 14.3.5; or
  - 14.4.2 following completion of the investigation and/or call out in respect of paragraphs 14.3.2 and 14.3.3; and
 such Additional Charges may include (without limitation) a charge for the investigation and/or for any call-out in accordance with the Rate Card for Additional Services and/or for any Supported Equipment sent out to the Customer in any postal exchange (in respect of which the Company reserves the right to make a charge up to the replacement value of the Supported Equipment in question sent out to the Customer).
- 14.5 Unless otherwise stated in the Order Form, Additional Charges will be payable by the Customer within thirty (30) days of the date of the Company's invoice for such Additional Charges.

**15 SERVICE LEVELS**

**15.1 Standard Response Time to Customer Premises or Site Service Levels**

The Customer will benefit from the Service Levels as identified in the Order Form or the relevant Statement of Work, or if none are stated, in accordance with the Service Levels set out under the column headed "Part Only" in Table 1 in this paragraph 15. The Company will use its reasonable endeavours to arrive at the Customer Premises or Site within the times stated below in Table 1, depending on the Service Level chosen by the Customer as stated in the Order Form, which shall commence from the completion and conclusion of the Technical Diagnosis as notified to the Customer and end once the Company Personnel have arrived at the Customer Premises or Site in accordance with paragraph 4.16.

**Table 1 – Response Time to Customer Premises or Site for Maintenance Services**

Support hours	Maintenance Part Commit	Maintenance Engineer Commit	Maintenance Engineer Fix
	<b>Part only</b>	<b>Part &amp; Engineer response to site</b>	<b>Part &amp; Engineer with fix commitment</b>
<b>Standard</b>	09:00-18.00 Monday to Friday NBD Part delivery	09:00-18.00 Monday to Friday NBD Part & Engineer to site	09:00-18.00 Monday to Friday NBD Fix
<b>Enhanced</b>	07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Part delivery	07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Part & Engineer to site	07:00 to 21:00 (07:00 to 17:00 Sunday & BH) Monday to Sunday 8 Hour Fix
<b>24 Hour</b>	24x7x365 4 Hour Part delivery	24x7x365 4 Hour Part & Engineer to site	24x7x365 4 Hour Fix

\*Note: The calculation of the Response Time to Customer Premises or Site for either parts or Company Personnel starts on the completion of the Technical Diagnosis, as notified to the Customer.

\*\*Note: In order to achieve NBD delivery, cut-off time is 3pm on the day the fault is logged for completion of the Technical Diagnosis.

\*\*\*Note: Maintenance Engineer Fix is not available to all technologies

**15.2 Software Incident Response Service Level**

Incident Response Times are provided in accordance with Specific Conditions X3.

**15.3 Cisco Partner LCSS**

Where the Company is providing Cisco Partner LCSS to the Customer (which will be identified in the Order Form as a "Partner LCSS" service), Daisy will respond to an Incident Notification for Priority Level 1 and Priority Level 2 and will record, classify and begin investigation of such Incident within 30 minutes of Incident Notification.