

Supplementary terms for the supply of Configuration Manager Maintenance Services

The Services set out in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and Conditions and those of these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Alert' means a warning raised by the Company's Monitoring Agent.
- 1.2 'Configuration Manager Maintenance Services' means the maintenance of Configuration Manager at the Primary Site and Secondary Sites as set out on the Original Order.
- 1.3 'Configuration Manager' means the suite of software provided by Microsoft Corporation originally branded as System Centre Configuration Manager and currently branded as Endpoint Manager.
- 1.4 'Configuration Manager Environment' means the Server environment in which Configuration Manager is installed and the installation of Configuration Manager.
- 1.5 'Data Centre' means a remote data storage facility.
- 1.6 'Data Security Event' means a breach of the security of the Client's infrastructure resulting in loss or damage, including loss of user-names, passwords, Personal Data; crypto-locking or other Malware-related damage.
- 1.7 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, the Company is unable to provide prior notice of.
- 1.8 'Endpoint' means a workstation, laptop, tablet or other device which is managed by the Configuration Manager.
- 1.9 'End User' means a user of the Client's IT equipment and systems.
- 1.10 'Hours of Cover' means the hours of cover set out in the Service Schedule, unless amended on the Order.
- 1.11 'Malware' means software that is specifically designed to disrupt, damage, or gain unauthorized access to a computer system, including Trojan horses, viruses and ransomware.
- 1.12 'Monitoring Agent' means Software that is installed on a target Server which monitors system performance and when necessary, sends Alerts to the Company's Monitoring Service.
- 1.13 'Monitoring Services' means the Company's service that monitors Alerts that are generated by its Monitoring Agents.
- 1.14 'Planned Maintenance' means any period of maintenance for which the Company has provided prior notice.
- 1.15 'Primary Site' means the primary instance of the Configuration Manager.
- 1.16 'Original Order' means the original agreement document reference msa/pstg/BM1 dated 4th February 2019.
- 1.17 'Secondary Site' means a secondary instance of the Configuration Manager.
- 1.18 'Server' means IT equipment which hosts the Primary Site and Secondary Sites, which may be a physical or virtual server.
- 1.19 'Service Desk' means the Company's dedicated team of qualified support technicians.
- 1.20 'Site' means the location of the Primary Site and / or Secondary Sites, as set out in the Original Order.
- 1.21 'Ticket' means the report of an Incident to the Company by the Client.

2. TERM

- 2.1 This Agreement will come into effect on expiry of the Original Order and shall run for a period of twelve months (the 'Minimum Term').
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be twelve months, unless otherwise set out on the Order. The Company shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
 - 2.2.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.2.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failure to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

3. PROVISION OF SERVICES

- 3.1 Configuration Manager Maintenance Services are provided to support the Primary Site and Secondary Sites. Configuration Manager Maintenance Services will be provided by the Company remotely. For the avoidance of doubt, Configuration Manager Maintenance Services do not include the management or support of the Client's Endpoints.
- 3.2 Configuration Manager Maintenance Services are described in the Service Schedule. The Company shall use reasonable endeavours to monitor the Primary Site and Secondary Sites 24 x 7 x 365 and respond to any Alerts during the Hours of Cover. The Services include:
 - 3.2.1 Remote monitoring of the Primary Site and Secondary Site;
 - 3.2.2 Health check;
 - 3.2.3 Installation of security patches and upgrades;
 - 3.2.4 Backup and recovery service for the Primary Site;
 - 3.2.5 Service Desk.
- 3.3 Certain Configuration Manager Maintenance Services provided by the Company rely upon Monitoring Services and:
 - 3.3.1 The Company shall use reasonable endeavours to provide the Monitoring Services 24 x 7 x 365;
 - 3.3.2 The Company cannot guarantee and does not warrant that the Monitoring Services will be free from interruptions, including:
 - a) Interruption of the Monitoring Services for operational reasons and temporary degradation of the quality of the Cloud-Based Utilities;
 - b) Interruption of the connection of the Monitoring Services to other network services provided either by the Company or a third party; and
 - c) Any such interruption of the Monitoring Services referred to in this sub-clause shall not constitute a breach of this Agreement.
 - 3.3.3 Although the Company will use reasonable endeavours to ensure the accuracy and quality of the Monitoring Services, such Monitoring Services are provided on an "as is" basis and the Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Monitoring Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Configuration Manager in accordance with the provisions of this Agreement, Microsoft's terms and conditions for the use of the Software, any relevant Service literature and all other reasonable instructions issued by the Company from time to time.
- 4.2 The Client agrees to ensure that the Services is not used by its End Users to:
 - 4.2.1 Store materials or data breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.2 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.3 In any manner which in the Company's reasonable opinion brings the Company's name into disrepute;
 - 4.2.4 Act in any way which threatens the security or integrity of the Configuration Manager Environment.
 - 4.2.5 Connect to the Configuration Manager Environment insecure equipment or services able to be exploited by others to carry out actions which constitute a breach of this Agreement.
- 4.3 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data which contravenes this Agreement upon becoming aware of the same and / or once notified of such activity by the Company.
- 4.4 The Client agrees, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions to indemnify the Company against all costs, damages, expenses or other liabilities arising from any third-party claim which arises from the Client's breach of this clause 4.

5. THE CLIENT'S OBLIGATIONS

- 5.1 During the term of this Agreement, the Client shall:
- 5.2 Pay all additional Charges levied by the Company, including those arising from usage-based components of the Services.
- 5.3 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.3.1 On a regular basis, change access passwords for the Primary Site and Secondary Sites that in the Client's reasonable opinion may be liable to access by unauthorised persons.
- 5.4 Accept that is the Client's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls and staff training, to prevent the introduction of Malware into the Configuration Manager Environment.
- 5.5 Be responsible for providing external network connectivity, including access to the Public Internet, as required for the correct functioning of the Configuration Manager and Monitoring Services provided by the Company.

6. THE COMPANY'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Provide the Configuration Manager Maintenance Services set out in the Order and described in the Service Schedule, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 During the Hours of Cover, make available a Service Desk that shall provide support and guidance in the use of the Services and manage the resolution of all Configuration Manager Maintenance Services-related Incidents raised by the Client.
- 6.3 Monitor the performance of the Configuration Manager Environment and respond to all Alerts raised by the Monitoring Service, during the Hours of Cover.

- 6.4 Respond to Tickets raised by the Client and make reasonable endeavours to repair any Incident that occurs within the Configuration Manager Environment.
- 6.5 Use reasonable endeavours to repair any Incident that occurs in the Configuration Manager Environment.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Company may perform any Planned Maintenance that may limit the availability of the Monitoring Services. Planned Maintenance will be scheduled to minimise disruption to the Client. The Client will be notified at least forty eight hours prior to such Planned Maintenance taking place.
- 8.2 The Company may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.3 If the Company carries out work in response to an Incident reported by the Client and the Company subsequently determines that such Incident either was not present or was caused by an act or omission of the Client, the Company shall be entitled to charge the Client at its prevailing rate.
- 8.4 If the Client suffers a Data Security Event and subsequently requests assistance from the Company, it is the Client's sole responsibility to ensure that such request for assistance will not breach the terms of any cyber-insurance policy that the Client has in place, prior to requesting assistance from the Company.
- 8.5 The Client hereby consents to the Company and its sub-contractors accessing Servers that are host the Configuration Manager Environment, for the sole purpose of providing the Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or at any Additional Term thereafter;
 - 9.1.2 By the Client by giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are materially disadvantageous to the Client (for the avoidance of doubt, not including changes to Charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change.

10. CHARGES AND PAYMENT

- 10.1 Invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 Invoices for additional services, including any assistance provided outside of the Working Day, will be raised in arrears.
- 10.3 The Company shall commence charging for the Configuration Manager Maintenance Services from the Commencement Date.
- 10.4 The Client acknowledges that the Charges for the Minimum Term are calculated by the Company in consideration inter alia of the setup costs to be incurred by the Company and the length of the Minimum Term offered.
- 10.5 The Client agrees that it shall be liable for termination Charges if this Agreement is terminated by:
 - 10.5.1 The Client terminating this Agreement for convenience prior to the end of the Minimum Term or Additional Term, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term;

- 10.5.2 The Company terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term.
- 10.6 The Client shall not be liable for termination Charges if this Agreement is terminated by:
 - 10.6.1 The Client at the end of the Minimum Term or any Additional Term thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 hereof;
 - 10.6.2 The Company at any time if it can no longer provide the Services or part thereof;
 - 10.6.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement;
 - 10.6.4 The Client if the Company makes changes to the Services which detrimentally affect the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof;
 - 10.6.5 The Client if the Company makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, the Company shall also be entitled to suspend the provision of Services, in whole or part, without notice due to the Company being required by governmental, emergency service, regulatory body or other competent authority to suspend Services.
- 11.2 Whilst the Company's Monitoring Service is intended to proactively identify most system-related issues, the Company does not warrant and cannot guarantee that its Monitoring Service will identify all Service-related issues and shall not be liable for any losses, damages or costs unless such result directly from the negligence of the Company.
- 11.3 In the event of data loss by the Client (whether caused by a Data Security Event or any other reason), the Company's responsibility shall be limited to restoration of the latest backup of the applicable data and unless the data loss results directly from the Company's negligence, the Company shall be entitled to charge at its prevailing rate for carrying out such work.

Service Schedule

This Service Schedule describes the Services to be provided under the terms of this Agreement.

1. Service Desk

- 1.1 Subject to fair use, the Company's Service Desk provides support and assistance in the use of the Configuration Manager Environment, including the following:
 - Management of the prompt resolution of Incidents arising within the Configuration Manager Environment which are raised by the Client
 - Management of the prompt resolution of Incidents arising within the Configuration Manager Environment which are identified by the Company's Monitoring Services
 - Escalation management if required in the event of protracted Incident resolution
 - Management of change requests
 - Remote access support if possible and appropriate
- 1.2 The Client shall report Incidents by one of the following methods:
 - By Email to the Company's Service Desk: servicedesk@pstg.co.uk
 - By Telephone to the Company's Service Desk: 020 3907 9570
- 1.3 The Service Desk is available during the Hours of Cover, which are from 8am to 6pm Monday to Friday, excluding bank and public holidays.
- 1.4 When raising a Ticket, the Client should provide the following information:
 - Name of Client and person raising the Ticket
 - Contact telephone number
 - Description of the Incident
 - Description of actions taken prior to the Incident occurring
 - Explanation of how the Incident has been diagnosed
 - Any other relevant information

2. Configuration Manager Environment Monitoring

- 2.1 The Company will install its Monitoring Agents on the Primary Site Server and Secondary Site Servers to enable reactive monitoring and maintenance. The Monitoring Agents will monitor key aspects of system performance and will alert the Company to any detected Incidents or potential Incidents. The Monitoring Agents will monitor Server performance 24 x 7 x 365. The Company shall use reasonable endeavours to remediate any Incidents which cannot be automatically remediated during the Hours of Cover in a manner that is appropriate to the severity of the Incident, whilst aiming to minimise disruption to the availability of the Server.
- 2.2 The Monitoring Agents will monitor the following key performance measures:
 - Disk Utilisation
 - Memory utilisation
 - CPU Utilisation
 - Server availability (up / down)

3. Patch Management

The Company will install Microsoft-supplied patches and updates once a month. The installations will be carried out during the Working Day and the Company will agree with the Client a time and date prior to each installation. If the Client requests that an installation is carried out outside of the

Working Day, the Company will use reasonable endeavours to accommodate the request and will charge the Client at its prevailing rate.

4. Configuration Manager Environment Backup and Recovery

The Company will back up the Primary Site:

- The backup will be carried out once daily
- Backup data will be held remotely at the Company's secondary Data Centre
- The Company's Data Centre is UK-based
- Backups are encrypted at rest and during transmission
- The Backup and Recovery Service is fully managed by the Company
- The backup system will automatically notify the Company of backup success, errors and failures
- In the event of a backup failure, the Company's support team will receive an alert from the backup system and will investigate the problem to identify the root cause
- Backup data will be retained for a period of seven days
- Data restores will only be initiated when requested by an authorised Client representative

5. Health Check

Health Checks will be carried out on the Configuration Manager Environment once each quarter.

The Health Check will investigate the Data Centre infrastructure and provide a report of all discovered issues and best practice deviation as outlined below. The Health Check utilises industry standard Health Check tools for the applicable technologies and operational processes. The Health Checks include:

- A formal health check assessment together with a report document
- Assess and summarise the technology environment in terms of its current health and architecture, with a focus on technical and organisational aspects
- Provide clear recommendations to improve the performance, manageability, and scalability of the environment
- Serve as a reference for the Client to review best practices and communicate current infrastructure issues among stakeholders
- Infrastructure review best practice configuration and guidelines
- Operational process review
- Feedback document with discovery data and remediation advice

6. Out of Hours Maintenance Activities

Out of hours maintenance activity assistance is not included in the Configuration Manager Maintenance Service, however the Company will with prior arrangement and authorisation provide out of hours support to assist with maintenance tasks including product updates and Server security patching. Out of Hours Maintenance Activities will be provided on a reasonable endeavours basis and will be charged, rounded up to the nearest hour, at the Company's prevailing rate.

7. Complaint Handling

- 7.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk Engineer	020 3907 9570
2	Service Desk Team Leader	020 8142 5662
3	Cloud Services Director	020 3907 9481

7.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.