

## SCHEDULE 4.5 – PROFESSIONAL SUPPORT INCIDENT PACKS

### 1. APPLICATION

- 1.1 This Schedule contains a description of the Professional Support Incident Packs and forms part of the Agreement for the provision of Services together with the **General Conditions**.
- 1.2 Definitions and interpretations that are specific to this schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

### 2. SERVICE DESCRIPTION

- 2.1 The Supplier shall provide the Customer with the Professional Support Incident Pack as set forth in the Order. The Professional Support Incident Pack consists of a block of Tokens which are purchased and paid for by the Customer in advance.
- 2.2 The Tokens can be used for Standard Support Services, as further detailed in **Part A** of this Schedule, where support is required in relation to an Incident. Each specific Incident being discounted in Tokens against the block of Tokens comprised in Professional Support Incident Pack.
- 2.3 The Customer may request Additional Services as further detailed in **Part B** of this Schedule. Where the Customer has the number of Tokens required for the Supplier to undertake Additional Services requested, the Customer may request, and the Supplier may at its sole discretion agree, that the Tokens can be used.
- 2.4 If the Customer has an insufficient number of Tokens, the Supplier may agree to provide Professional Services to the Customer, such services shall be subject to an Order and/or Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**.

### 3. CUSTOMER OBLIGATIONS

- 3.1 With effect from the date of the Order, the Customer shall:
- 3.1.1 pay the Charges as and when they fall due;
- 3.1.2 make available all such facilities as the Supplier and the Supplier's Personnel reasonably require in providing the Professional Support Incident Packs, including but not limited to:
- (i) direct and remote access to the Customer Network and the Equipment;
  - (ii) provide such reasonable assistance and information as the Supplier may request (e.g. providing sample output and other diagnostic information), to enable the Supplier to identify what support is required; and
  - (iii) where available, a list of Equipment to be supported and any relevant information relating to the condition of the Equipment.
- 3.1.3 ensure that the Customer Network and the Equipment is compliant with Applicable Law;
- 3.1.4 ensure that proper environmental conditions are maintained for the Customer Network and the Equipment and shall maintain in good condition the accommodation of the Customer Network and the Equipment, the cables and fittings associated therewith and the electricity supply thereto;
- 3.1.5 keep and operate the Customer Network and the Equipment in a proper and prudent manner, in accordance with the manufacturer's operating

instructions, and ensure that only competent trained employees (or persons under their supervision) are allowed to access the Customer Network and the Equipment;

- 3.1.6 provide a secure, continuous power supply at the Site(s) for the operation of the Customer Network and Equipment at such points with such connections at the Supplier specifies, and in order to mitigate any interruption to the Customer Network, its End Users and the Equipment resulting from failure of the primary power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
- 3.1.7 ensure that all data held on the Customer Network and Equipment is adequately backed up and keep full security copies of the Customer's programs, data bases and computer records and maintain a disaster recovery process;
- 3.1.8 be responsible for data cleaning, the integrity of any data provided to the Supplier and for all direct and indirect consequences of any errors in such data;
- 3.1.9 put in place and maintain up to date security measures to protect the Customer Network and Equipment from viruses, harmful code, malicious damage and unauthorised direct and remote access to the Customer Network and Equipment in accordance with Good Industry Practice;
- 3.1.10 save as set out in paragraph 3.1.11 below, where the Customer has requested the Supplier to provide Professional Support Incident Packs, not attempt to adjust, modify, configure, repair or maintain the Customer Network and/or Equipment, which is being supported by the Supplier and shall not request, permit or authorise anyone other than the Supplier to carry out any adjustments, modifications, configurations, repairs or maintenance of the applicable Customer Network and/or Equipment;
- 3.1.11 ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any minor maintenance recommended by the Supplier from time to time; and
- 3.1.12 procure and maintain all relevant Licence Agreements and other licences and consents and, always comply with the terms of the relevant Licence Agreements and other licences and consents and all Applicable Law.
- 3.2 The Customer shall promptly implement recommendations by the Supplier in respect to remedial actions, whether prior to or following an Incident and confirms that it owns or will obtain valid Licence Agreements for all Software which are necessary to grant the Supplier access to and use of the Software for the purpose of fulfilling its obligations under this Schedule.

### 4. PART A – STANDARD SUPPORT SERVICES

- 4.1 The Supplier shall provide the Customer with the following:
- 4.1.1 access to MyPortal;
- 4.1.2 contact details for the Service Desk;
- 4.1.3 provide Incident Management support in accordance with paragraphs 4.11 to 4.16 below; and

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4.1.4 use reasonable endeavours to remedy an Incident in a timely manner, subject to the availability of the appropriate level of Engineer;

hereinafter defined as “**Standard Support Services**”.

4.2 The Supplier shall be under no obligation to provide the Customer with Standard Support Services where it determines that the Customer does not have sufficient Tokens for the support requested.

### MYPORTAL

4.3 The Supplier’s service management system is essential to the provision of the Professional Support Incident Packs and is designed to provide the Customer with important information about its account, systems and services.

4.4 My Portal enables the self-service management of the Professional Support Incident Pack providing, status updates and responses to assist in the remote support of the Customer Network and Equipment.

4.5 The Supplier shall provide to the Customer’s designated administrator a unique login ID and password to access the Customer’s account in MyPortal. As a designated administrator, access to MyPortal can be enabled for others, including control of areas and level of access, where required.

### SERVICE DESK

4.6 The Service Desk provides a single point of contact for all Customer enquiries or queries raised by MyPortal, email or telephone and the logging of all Incidents within the Supplier’s service management system.

4.7 The Service Desk will provide support to the Customer during the Standard Support Hours, or where applicable, the relevant Support Hours as set out in the Order, where not specified the Standard Support Hours shall apply.

4.8 The Customer must when contacting the Service Desk provide, where available, details of the following:

- 4.8.1 contract number;
- 4.8.2 serial number or make and model;
- 4.8.3 details of Equipment;
- 4.8.4 Customer contact information; and
- 4.8.5 full description of the problem including Software being used and any error messages.

### SUPPORT HOURS

4.9 Where the Customer has purchased an Incident Pack, the Supplier shall provide the Remote Incident Support Service in accordance with the Support Hours, as further described below:

Engineer Level / Support Hours	Rate Multiplier	No. of Tokens per Hour
<b>IT Engineer</b>		
Mon-Fri - 08:00hrs to 18:00hrs	Normal	2
Sat-Sun - 08:00 hrs to 18:00hrs, including B/H weekends	x 2	4
<b>IT Consultant</b>		
Mon-Fri - 08:00hrs to 18:00hrs	Normal	3
Sat-Sun - 08:00 hrs to 18:00hrs, including B/H weekends	N/A	N/A

4.10 The table set out above in paragraph 4.9 shows the number of Tokens required for each hour of Engineer support. The number of Tokens required varies depending upon the skill level of the Engineer and the day and time support is provided.

4.11 The Supplier shall at its sole discretion shall determine and allocate the level of support required in relation to each specific Incident.

### INCIDENT MANAGEMENT

4.12 Where the Customer notifies the Supplier of an Incident in relation to the Customer Network and/or Equipment, the Supplier shall log, process and manage Incidents through its Service Desk.

4.13 The Service Desk undertakes the following:

- 4.13.1 single point of contact for all requests;
- 4.13.2 escalation through 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> line support Engineer; and
- 4.13.3 Incident Management through to Resolution where possible;
- 4.13.4 remote Resolution of Incidents, where possible; and
- 4.13.5 on Site Resolution of Incidents, where applicable

in accordance with the Supplier’s Incident Management process, provided always that the Incident is not within any of the Excluded Events or is outside of the scope of the Professional Support Incident Packs as further detailed in paragraph 4.16 below.

4.14 The Supplier shall submit to the Customer an Engineer report following Resolution to ensure that the correct number of Tokens are allocated, and the Supplier shall reflect all time spent, details of which shall be available in MyPortal to enable the Customer to track support and allocation of Tickets.

4.15 The Customer agrees to submit any queries with respect to the allocation of Tokens by email to the Supplier within five (5) Working Days of the Customer’s receipt of the applicable Engineer report.

4.16 For all Incidents in relation to:

- 4.16.1 Excluded Events; or
- 4.16.2 where support is deemed outside of the scope of the Professional Support Incident Packs

the Supplier shall use reasonable endeavours to respond to such Incidents, and the Customer shall be liable for time spent, costs and expenses incurred by the Supplier which shall be charged in accordance with its standard hourly rates and **Tariffs**.

### REMOTE SUPPORT

4.17 The Service Desk shall provide remote assistance using a non-invasive web and LAN based remote access toolkit reducing the requirement for local, desk side visits.

4.18 The Service Desk will aim to resolve Incidents at first line, where this is not possible, the Incident will be escalated to the appropriate 2<sup>nd</sup> / 3<sup>rd</sup> line subject matter expert.

4.19 Attendance at Site of an Engineer is not included within the Professional Support Incident Packs.

4.20 If the Customer requests an Engineer to attend Site, this shall be subject to the Standard Schedule of Rates applicable at the time and will be charged separately on a time and materials basis. The Customer may, subject to the Supplier’s sole discretion, use valid Tokens where the Customer’s account on MyPortal shows a sufficient balance.

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### SOFTWARE SUPPORT

- 4.21 Hardware drivers, firmware and associated management Software updates are outside of the scope of the Professional Support Incident Packs.
- 4.22 The Supplier recommends that updates are applied to keep the Customer Network within Third Party Supplier's supported versions and the Customer can request the Supplier to undertake an infrastructure health check at any time, subject to a separate Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**.
- 4.23 Where the Customer notifies the Supplier of an Incident relating to Software and the Supplier deems it critical, the Supplier will apply Patch Files to the Software, subject to Patch Files being available from the relevant Third-Party Supplier at no cost to the Supplier.
- 4.24 Before any Patch Files can be applied to servers, the Customer must have the relevant recovery procedures in place, including but not limited to a full or adequate back up of the data and Operating System. Once the Patch Files have been applied, testing procedures will be carried out to validate the system and applications have not been adversely affected.
- 4.25 Emergency patches are subject to a Change Request and changes will be raised as and when the Customer notifies the Supplier of the specific patch required.
- 4.26 The Customer is responsible for ensuring the backup is in place and viable prior to any Change Request or Emergency Patches being deployed and will advise the Supplier of any failures upon notification of the applicable Incident.
- 4.27 In the event of an error, the Supplier shall remove or roll back the Patch Files identified as causing the problem and snapshots may be used by the Supplier to facilitate the removal but only in instances deemed necessary by the Supplier.
- 4.28 The Supplier can support the following Operating Systems and Third-Party Supplier Software patching:
- 4.28.1 Microsoft Windows
  - 4.28.2 Microsoft Office
  - 4.28.3 7-Zip
  - 4.28.4 Adobe AIR
  - 4.28.5 Adobe Acrobat Reader DC
  - 4.28.6 Adobe Flash Player
  - 4.28.7 Adobe Shockwave Player
  - 4.28.8 Google Chrome
  - 4.28.9 Java Runtime Environment
  - 4.28.10 Mozilla Firefox
  - 4.28.11 Skype for Business
- within the current standard or extended support for patching of the above listed Operating Systems and Software of the applicable Third-Party Supplier. The Supplier reserves the right to amend this paragraph 4.28 and shall only support those products list above.
- 4.29 Remote reactive support for anti-virus Software is excluded from the scope of the Professional Support Incident Packs. All Cyber Security Incidents shall require support from a cyber security specialist Engineer and is therefore subject to a separate Order and/or Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**.
- 4.30 The Supplier can provide the Customer with remote reactive support of the Customer's on-premises or cloud-based back-up solution, so Incidents can be investigated and remotely resolved as follows:
- 4.30.1 respond to alerts generated (e.g. failed, incomplete, non-started or crashed tasks)
  - 4.30.2 resolve, remotely alert (if possible) and restart the task to maintain the integrity of the data; and
  - 4.30.3 escalate to the Customer, via email, if the back-up task fails and cannot be resolved remotely.
- 4.31 Where the Supplier has agreed, to transfer, duplicate or reinstall data or information, these services shall be subject to a separate Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**.
- 4.32 The Supplier shall not be liable for any loss or corruption of data, as the Customer agrees that it is its own responsibility to back up all data and material on relevant storage media on a regular basis in accordance with Good Industry Practice, and it is a condition of the Supplier providing the Professional Support Incident Packs that the Customer complies with the terms of this paragraph 4.34.
- 4.33 The Customer's sole and exclusive remedy for any loss or corruption of data shall be for the Supplier to use reasonable endeavours to restore such data or information to the most recent, uncorrupted copy of such data which the Supplier holds.

### 5. PART B – ADDITIONAL SERVICES

- 5.1 The Supplier can provide the Customer with the following:
- 5.1.1 Technical Attendance
  - 5.1.2 Professional Services
- hereinafter defined as **"Additional Services"**.
- 5.2 Where the Customer's account on MyPortal shows a sufficient balance of valid Tokens, the Customer may request Technical Attendance under paragraphs 5.3 to 5.4 and Professional Services under paragraph 5.5 below provided by the Supplier, to be discounted in Tokens against the Professional Support Incident Pack purchased.
- #### TECHNICAL ATTENDANCE
- 5.3 The Customer shall also have the option to purchase in advance, Technical Attendance Day(s), where the Supplier will provide remote support or attendance to Site of an Engineer to carry out Change Requests as an addition to the Professional Support Incident Pack.
- 5.4 For the avoidance of doubt, Technical Attendance Days are not applicable for Customised Changes, which will be carried out, at the Customer's request, as Professional Services in accordance with paragraph 5.5 below.
- #### PROFESSIONAL SERVICES
- 5.5 Where the Supplier has agreed, to provide Professional Services, these services shall be subject to a separate Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**.
- ### 6. CHANGE MANAGEMENT
- 6.1 The Supplier upon request by the Customer can undertake Change Requests and will manage all changes from scoping to release and testing in accordance with the Change Request process.
- 6.2 The Customer shall submit a Change Request through the Service Desk as follows:

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- 6.2.1 Elective Changes - for common changes that do not require a detailed scope of works; and
- 6.2.2 Customised Changes - specific to the Customer and are scoped on a case-by-case basis.
- 6.3 All Elective Changes are completed on a time and materials basis and charged to the Customer as per the Supplier's Standard Schedule of Rates. The Customer may, subject to the Supplier's sole discretion, use valid Tokens where the Customer's account on MyPortal shows a sufficient balance.
- 6.4 For the avoidance of doubt, Customised Changes under paragraph 6.2.2 above shall be subject to a separate Statement of Works and will be carried out in accordance with **Schedule 4.2 (Professional Services)**. The Customer will be charged on a time and materials basis as per the Supplier's Standard Schedule of Rates. The Customer may, subject to the Supplier's sole discretion, use valid Tokens where the Customer's account on MyPortal shows a sufficient balance.
- 7. CHARGES AND PAYMENT**
- 7.1 The Customer shall purchase Professional Support Incident Packs at the Supplier's applicable Standard Schedule of Rates as at the time of purchase, which may be amended from time to time. All payments for Incident Packs must be made in full before the Supplier shall perform the Professional Support Incident Packs.
- 7.2 Professional Support Incident Packs shall be purchased on an annual basis by the Customer in agreed quantities from the Supplier as further detailed in the applicable Order. Where the Supplier offers volume discounts, these shall be set forth in the Supplier's applicable Standard Schedule of Rates.
- 7.3 Professional Support Incident Packs shall be valid for twelve (12) months from the date of the Order and Tokens must be used during this period only. For the avoidance of doubt, Tokens shall not be credited or carried forward if they are not used within twelve (12) months from the date of the Order.
- 7.4 The Customer shall pay the Supplier all reasonable and properly incurred expenses, including but not limited to travel and other out of pocket expenses and reasonable time spent by the Engineer(s) in travelling, where the distance travelled is further than 35 miles from the Chess Office closest to the geographical location of the Customer Site.
- 7.5 Additional Charges shall be invoiced in arrears at the end of the month in which the Additional Charges are incurred, together with replacement parts and any other expenses and costs reasonably incurred.
- 7.6 The Supplier shall have the right to invoice Additional Charges to the Customer for any expenses and costs reasonably incurred under paragraph 8, or where the Supplier upon investigation an Incident is caused by something which the Supplier is not responsible for under this Schedule.
- 7.7 Unless otherwise stated in the Order, the Customer shall pay, by direct debit, each undisputed invoice (or such undisputed part thereof) within seven (7) days of the date of the invoice without any set-off or deduction.
- 7.8 Where the Customer in good faith disputes the Charges, the Customer shall notify the Supplier in writing within seven (7) days of the date of the invoice, in accordance with clause 6.14 of the General Conditions.
- 7.9 All Charges payable under this Schedule are exclusive of VAT which shall be paid by the Customer at the rate and in the manner prescribed by law.
- 7.10 If in the opinion of the Supplier, the Professional Support Incident Packs are required by the Customer as a result of any misuse or neglect of, or accident to the Customer Network and/or Equipment or due to the Customer not adhering to paragraph 3, or other third party hardware problems, the Supplier reserves the right to charge an additional fee in relation to the provision of the Professional Support Incident Packs.
- 7.11 The Supplier reserves the right to charge the Customer an Additional Charge for an Incident where Equipment has been moved to a new location and not installed by the Supplier, if the Supplier reasonably determined that the problem was caused by the transportation or re-installation of the Equipment.
- 8. EXCLUSIONS**
- 8.1 Notwithstanding any other provision of this Schedule, the Supplier shall not be obliged to perform or provide the Professional Support Incident Packs in one or more of the following circumstances:
- 8.1.1 the Customer is in breach of its obligations under paragraph 3 above or is in material breach of this Agreement;
- 8.1.2 negligence of the Customer or its End Users or the improper use by the Customer or its End Users of the Customer Network and/or Equipment;
- 8.1.3 damage to the Equipment resulting from accident, transportation or relocation, neglect, misuse or causes other than ordinary use (including but not limited to, failure to observe any instructions supplied by the manufacturer regarding the operation and maintenance) of the Equipment;
- 8.1.4 damage caused by consumable items such as recording materials, machine stationary, ribbons, media, laser drum, toner, printer cartridges, paper trays, platen knobs, fuses, batteries, print heads, cathode ray tubes, switch boxes, power adaptor blocks or any other item considered to be a consumable by the Supplier;
- 8.1.5 damage caused by the use of non-manufacturer approved consumables, where this results in abnormal wear or damage to the Equipment;
- 8.1.6 damage caused by virus attacks or failure due to any unauthorised Third Party Software;
- 8.1.7 alteration, modification, repair or maintenance of the Customer Network and/or Equipment by any person other than the Supplier or its approved Third Party Supplier;
- 8.1.8 the Equipment is removed from Site without the prior written approval of the Supplier;
- 8.1.9 insufficient or improper access to the Customer Network and/or Equipment;
- 8.1.10 failure or fluctuations in electrical power supply and/or unsatisfactory environmental conditions which do not meet manufacturers requirements;
- 8.1.11 where the Customer's own insurance covers the accidental or malicious damage to the Equipment and costs relating to the Equipment; and
- 8.1.12 damage to the Customer Network and/or Equipment due to accidental damage, theft, vandalism or a Force Majeure Event.

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8.2 Where the Supplier is called out in connection with any of the matters referred to in paragraph 8.1 or where the Supplier determines that the call was not warranted, the Supplier has the right to charge the Customer for any expenses and costs reasonably incurred as Additional Charges.

### 9. LIABILITY

9.1 Subject to paragraph 9.2 below, the Supplier shall not be liable for any loss or damage sustained or incurred by the Customer, its End Users, or any third party (including without limitation any loss or use of the Equipment or loss or corruption of the Customer's programs or data) resulting from any breakdown of or fault in the Equipment or inherent or pre-existing defects in the Equipment, unless such a breakdown or fault is caused by the negligence or wilful misconduct of the Supplier, its employees, agents or sub-contractors or to the extent that such loss or damage arises from any unreasonable delay by the Supplier in providing the Services and then only to the extent not otherwise excluded by this Schedule.

9.2 The Customer shall indemnify the Supplier and keep the Supplier fully and effectively indemnified in full on demand against all costs, charges, damages and or any losses sustained or incurred by it arising directly or indirectly from the Customer's failure to perform or delay in the performance of its obligations under this Schedule or from any fraudulent or negligent act or omission or wilful misconduct of the Customer, its End Users, employees, agents or subcontractors.

9.3 Subject to clause 9 of the **General Conditions** (except clause 9.4 which is superseded by this paragraph 9.3), the maximum liability of the Supplier, in tort, contract or otherwise arising out of or in connection with the performance of its obligations under this Schedule shall be limited in aggregate to a sum equal to:

9.3.1 the Charges payable under this Schedule during the calendar year in which the relevant claim arises; or

9.3.2 Five Hundred Thousand Pounds (£500,000)

whichever is the higher.

9.4 The Supplier shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up to date security copies of the computer programs and data it uses in accordance with Good Industry Practice.

9.5 The Supplier shall not be liable for failing to perform the Services or delaying the Services hereunder by reasons of Force Majeure. If a Force Majeure event prevents the Supplier from providing the Services for more than three (3) months, the Supplier shall, without limiting its other rights and remedies, have the right to terminate this Schedule in relation to any affected Services immediately by giving written notice to the Customer.

### 10. GENERAL

10.1 The Customer shall not, without the prior written consent of the Supplier, at any time during the provision of the Professional Support Incident Packs or for a period of six (6) months following expiry of each Order, solicit or entice away from the Supplier or employ any person who is, or has been, engaged as an employee of the Supplier at any time during such period. Any consent given by the Supplier shall be subject to the Customer paying the Supplier a sum equivalent to one hundred per cent (100%) of the then current annual remuneration of the Supplier's employee.

10.2 The Customer acknowledges and agrees that TUPE shall not apply to the Professional Support Incident Packs and prior to

the date of the applicable Order, all considerations, claims, actions or otherwise have been provided to the Supplier in relation to the effects, actions or claims of any TUPE and that the Customer indemnifies in full and holds the Supplier harmless of any such actions or claims of TUPE against the Supplier for business transfers or service provision changes during the provision of the Professional Support Incident Packs and for a period of six (6) months following expiry of each Order.

## ANNEX 2 – INCIDENT MANAGEMENT PROCESS

**Additional Charges** means the additional charges incurred in accordance with terms of this Schedule together with any replacement parts and any other costs or expenses reasonably incurred if not expressly included in the relevant Order;

**Additional Services** shall have the meaning given to it in paragraph 5 above;

**Applicable Law** means any legislation, authorisations, permissions, rules and regulations, codes of practice, orders and guidelines relating to the provision of the Professional Support Incident Packs, including any directives or other requirements issued by any regulator from time to time;

**Applications** means a computer software package that performs a specific function directly for and End User or, in some cases, for another application, also referred to as an application program or application software;

**Change Request** means a formal request to change, modify or alter the Customer Network and/or Equipment as set forth in the applicable Order;

**Charges** means the cost in relation to the purchase of Incident Packs and any Additional Charges;

**Customer Network** means the Customer's physical network and server infrastructure, including (if any) servers and switches to routers and firewalls, plus business systems software;

**Customised Changes** has the meaning given to it in paragraph 6.2.2;

**Cyber Security Incident** means a cyber security threat to a Customer's business may be exposed to, including but not limited to, cyber fraud - including phishing, spear phishing, vishing and whaling. malware attacks - including viruses, worms, trojans, spyware, rootkits, etc. ransomware attacks;

**Device** means any mobile handset, laptop, tablet, computer or other input item or handheld equipment, including all peripherals, excluding SIM cards and Applications, which are in the scope of the Professional Support Incident Packs, as set out in the Order;

**Elective Changes** has the meaning given to it in paragraph 6.2.1;

**Equipment** means any equipment including Hardware, Devices and Software belonging to the Customer and which the Supplier has agreed to support in accordance with this Schedule;

**End User** means anyone permitted by the Customer to use or access the Customer Network and/or the Equipment;

**Engineer** means the Supplier's Personnel who is responsible for carrying out technical engineering duties either remotely or at a Customer's Site;

**Excluded Events** shall have the meaning given to it in paragraph 11;

**Force Majeure** shall have the meaning given to it in Clause 9.6 of the General Conditions;

**General Conditions** means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at [www.chessict.co.uk/legal](http://www.chessict.co.uk/legal) and which form part of this Agreement;

**Good Industry Practice** means in relation to any undertaking and any circumstances, the exercise of that degree of skill and care which could be reasonably expected of a highly skilled and experienced professional;

**Hardware** means any and all computer and computer related hardware, including but not limited to, computers, servers, network switches, UPS units, firewalls and connect peripherals;

**Incident** means any event which is not part of the standard operation of the Customer Network and/or Equipment and which causes or may cause an unplanned interruption to, or a reduction in the quality of the

performance of the Customer Network and/or Equipment, but excluding a Cyber Security Incident;

**Incident Management** is the process as further defined in paragraphs 4.9 to 4.12 that the Supplier follows to manage an Incident as set out in Annex 2;

**Licence Agreement(s)** means any licence or terms under which the Customer is permitted to use Third Party Software;

**MyPortal** means the Customer's online access to the provision of the Services available through the Supplier's website at <https://chessict.co.uk>;

**Operating Systems** mean system software that manages computer hardware, software resources, and provides common services for computer programs;

**Patch Files** means data which is needed to update Applications or fix a problem with the associated Software;

**Professional Services** means engineering support as further detailed in **Schedule 4.2 (Professional Services)**;

**Professional Support Incident Pack** means a block of Tokens purchased and paid for in advance to be used for Standard Support Services relating to Incidents;

**RMM Agent** means a lightweight software program installed on a device that supports agent installation, which gathers up-to-date information about the device's health and status;

**RMM Platform** means the Supplier's preferred real time, cloud-based system wide monitoring and management tool;

**Resolved or Resolution** means where an Incident has been resolved and the standard operation of the Customer Network and/or Equipment as is expected in accordance with manufacturers recommendations;

**Service Desk** means the Supplier's service desk that the Customer is able to contact to report an Incident;

**Site(s)** means the Customer's premises at which the Customer Network and/or Equipment is located as specified in the relevant Order;

**Software** means the software licensed to the Customer as specified in the Order, together with any embedded software which is necessary for provision of the Services and/or operation of the Equipment, which may be provided by a Third-Party Supplier and governed by a separate Licence Agreement;

**Standard Support Hours** means 08:00hrs to 18:00hrs on a Working Day;

Statement of Works has the meaning given to it in **Schedule 4.2 (Professional Services)**;

**Supplier's Personnel** means all employees, agents, consultants, sub-contractors and other representatives of the Supplier who are involved, or proposed to be involved, in the provision of the Services;

**Support Hours** means the various options for support hours available to the Customer as further detailed in paragraph 4.8 in Part A of this Schedule and as set out in the applicable Order;

**Third Party Supplier** means a third-party supplier, provider or supplier of services of which:

- (a) the Customer may utilise for the provision of Equipment and the Customer's Network, and;
- (b) the Supplier may utilise for provision of the Services;

**Token(s)** means a pre-paid unit of thirty (30) minutes of remote reactive support to be delivered by an Engineer, which a Customer may use against each specific Incident raised with the Supplier;

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

## ANNEX 2 – INCIDENT MANAGEMENT PROCESS

### 1. INCIDENT IDENTIFICATION

- 1.1 The Customer shall report an Incident to the Service Desk as soon as reasonably practicable by telephone, email or MyPortal and tickets generated automatically, via the web/email function or manually inputted by the Supplier will be processed by the Service Desk.
- 1.2 The Supplier shall identify and classify if a request submitted to the Service Desk is either (i) an Incident or (ii) a Change Request as defined in Annex 1. All Incidents shall be managed in accordance with this Annex 2.
- 1.3 Where a request is deemed by the Supplier to be a Change Request, the provisions of paragraph 9 of the Schedule shall apply and unless otherwise stated in the Order, all Change Requests shall be chargeable to the Customer.

### 2. PRIORITY CLASSIFICATION

- 2.1 The Supplier shall allocate a unique reference number to each Incident and shall prioritise the Incident as follows:

PRIORITY LEVEL	DESCRIPTION
<b>Priority 1</b> Critical	A critical service is non-operational, impacting the Customer’s business, multiple End Users or multiple Sites; or severe functional error or degradation of Service(s) affecting production, demanding immediate attention. <b>Business Risk is High</b>
<b>Priority 2</b> Major	The Customer’s business is experiencing failure or performance degradation that impairs the operation of a critical business Service, although a work around may exist; or Application functionality is lost; or significant number of End Users or major Site is affected. <b>Business Risk is Medium</b>
<b>Priority 3</b> Minor	The Customer is experiencing a problem that causes moderate business impact. The impact is limited to an End User or a small Site; or incident has moderate, not widespread impact; or involves partial loss with minimal impact which is non-critical in nature. <b>Business Risk is Low</b>
<b>Priority 6</b> Change Request	Standard service request (e.g. End User guidance and Change Requests); or updating documentation. <b>Business Risk is Minor localised</b>

- 2.2 Subject to paragraph 1.3 above, the Supplier shall use reasonable endeavours to deliver a Change Request as soon as reasonably practicable during Standard Support Hours.

### 3. INVESTIGATION AND DIAGNOSIS

- 3.1 Tickets are generated automatically, via the web/email function or manually inputted and processed by the Service Desk through MyPortal. Initial triage of the ticket, fact verification including incident prioritisation and classification are completed.

- 3.2 The Service Desk will then attempt to resolve or direct the Incident to the appropriate service team member.
- 3.3 Throughout the Incident, updates, notes and where appropriate log files and images will be placed on MyPortal. The status of an Incident or Change Request will change depending on the current actions required.
- 3.4 If an Incident or Change Request requires input from the Customer, the ticket will be placed in a deferred state until a response is received.

### 4. RESOLUTION AND CLOSURE

- 4.1 When the Incident has been Resolved, the notes, including a description of the resolution will be updated and made available for review by the Customer if required.
- 4.2 Where appropriate communication will be made between all parties before the Incident is closed in accordance with Incident Management deliverables.
- 4.3 Incidents may also be closed, if after reasonable effort has been made to get a response from the Customer, no update has been given on three (3) consecutive occasions. In such cases Incidents can be reopened upon request by the Customer.