

Section A – Definitions

1. Definitions of the Service

- a. The services will be provided by Convergence (Group Networks) Limited “Convergence/We/Us/Our” whose registered address is One Cranmore, Cranmore Drive, Shirley, Solihull B90 4RZ.
- b. We will provide the LAN Service (“Service”) as defined in these terms and conditions (which shall include the schedules), the Service Description to meet or exceed the relevant Support Levels (SLA) for the Service.
- c. The headings in this Agreement do not affect its interpretation.
- d. References in the Agreement:
 - i. To a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;
 - ii. To a “person” includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;
 - iii. To a party includes its respective successors and permitted assignees and their respective employees and agents;
 - iv. To any word in the singular includes the plural and vice versa;
 - v. To the words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - vi. To a third person or third party is a reference to a person who is not party to the Agreement; and
 - vii. To clauses, paragraphs and schedules are to clauses, paragraphs and schedules in this Agreement, except where the context otherwise requires.
- e. Each Agreement will incorporate the following documents by reference and in the event of any inconsistencies between the documents, the applicable order of precedence shall be:
 - i. these terms and conditions; and
 - ii. the Service Description(s); and
 - iii. the customer order form(s) which include the related Service Charges; and
 - iv. any other document referred to within these terms and conditions.
- f. Unless otherwise agreed, the Agreement for the LAN Service will remain in force in accordance with clause 14b and then it will continue to each subsequent anniversary date until terminated in accordance with paragraph 14 of this Agreement. Invoicing for the term will be in annual periods and each invoice will be for the services to be provided during the invoice period. We will continue to invoice on the agreed invoicing frequency basis until terminated. For clarity, if the invoicing period dates are less than the term of the Agreement then this does not imply that each invoicing period is a contract in its own right.
- g. In this agreement, unless the context otherwise requires:
Enhanced Service Charges means any manufacturer costs associated with Enhanced Services;
Enhanced Service(s) means programs regulated by the manufacturers of the Equipment to provide additional services in support of their products;
Enhancement or Upgrade means the addition to the Equipment of memory, co processors, optional cards, manufacturers modifications and/or any other changes to the technical specifications or configuration of the Equipment;
Equipment means Equipment covered by this agreement as listed in the schedules;

Force Majeure Event means any cause preventing Convergence, its suppliers or its subcontractors from performing any or all of its obligations under this Agreement which arises from or is attributable to events beyond its reasonable control, including, without limitation, acts of God, acts of governmental or supra-national authority, outbreak of hostilities, national emergency, fault or failure of a communications network, an act of terrorism, riots, civil commotion, fire, explosion or flood;

Intellectual Property Rights means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

MAC means a move, addition or change that can be carried out remotely and typically takes less than 2 hours to complete;

Normal Change means a change that either requires an on-site visit or will take more than 2 hours to implement remotely. Normal Changes will be logged and treated as a project;

Service Description means the document detailing the LAN product capabilities, service options and deliverables, as amended from time to time;

SLA Code means the code allocated to each item covered in Schedule 4. The SLA Code defines the level of service applied to that item;

Support Charge means the item support charge for the period specified by the Support Start Date and the Support End Date as per Schedule 4;

Support Start Date means the date support commences for the particular item as per Schedule 4;

Support End Date means the date support ends for the particular item as per Schedule 4;

Serial No. in Schedule 4 is the manufacturers serial number;

Item No. in Schedule 4 is Our unique identifier for a specific item of Equipment;

Reinstatement Charge is the charge levied by the manufacturer if there is a break in enhanced service / maintenance cover with the manufacturer. The charge varies with each manufacturer and is detailed in Schedule 4;

You / Your is the Company with which we are contracting under these terms and conditions.

Section B – Commercial Terms

1. Payment and charges

- a. You must pay our charges so that we receive your payment on or before the date the agreement starts. Until we have received your payment, all support services will be provided at Convergence's discretion. If your payment is late due to circumstances that you can control, we may make an extra charge each month to cover our administration costs. The charge would be 5% of the outstanding invoice charge.
- b. We may alter the amount of or the payment terms relating to, or implement new Service Charges at any time during the term of the Agreement for the following reasons:
 - i. to take account of any increase in the costs incurred by Us in the implementation or delivery of the Service (including any increase in the costs or charges of any of Our third party suppliers or licensors);
 - ii. or to pass on any increase in data centre and/or power charges imposed by any of Our third party suppliers;
 - iii. or to pass on any increase in charges imposed by any of Our telecommunications suppliers.We shall notify You in writing of any such increase by providing not less than 30 days' prior written notice.
- c. Without limiting Clause Section B 1.b above, We may increase the Service Charges once at any time in each contract year linked to the rate of increase in the Retail Price Index (or any index that replaces it) during the preceding 12 month period, or 3% whichever is the higher.
- d. Upon termination or expiry of this agreement You shall pay the entire agreement charge, plus any charges for work we provide outside this agreement (with the exception that the agreement is terminated due to Our default) and Our costs of recovering the charges you owe.
- e. Enhanced Service Charges unless explicitly stated in this Agreement are payable annually in advance and are not cancellable or transferable. Subject to the Enhanced Services options committed to in this agreement requiring the Equipment to be registered with the Equipment's manufacturer (or other party) then the Equipment will not be registered by Convergence with the manufacturer until We have received payment in full. Such Enhanced Service charges generally track the manufacturer's charges imposed on Convergence Group and they may increase or decrease during the term of the contract (see Ending this Agreement).

2. Service Credits

If, other than for reasons beyond our control, we fail to meet the response and fix times as set out in Schedule 4, we will reduce the following invoice period charge. We will work out the reduction in the following way:

- i. For an agreement that sets Our response time only, each time We fail to meet the response time We will make a reduction equal to 2% of the equivalent 12-month charge.
- ii. For an agreement that sets Our fix time only, each time We fail to meet the fix time We will make a reduction equal to 4% of the equivalent 12-month charge.
- iii. For an agreement that sets both our response and fix time, each time we fail to meet the overall time for a response and fix we will make a reduction equal to 4% of the agreement charge.

We will work out the total reduction in the month before the invoice period charge is due.

The maximum total reduction will be 12% of the annual charge You paid in the relevant period of this agreement.

Example

For a 9-month agreement which sets both response and fix times, if We failed to meet the response time twice, and We failed to meet the fix time once.

- Reduction for response time failures
= 2 x 2% of agreement charge (4%)
- Reduction for fix time failure
= 1 x 4% of agreement charge (4%)
- Total = 8%

Because the agreement was not for a full year, We amend the figures as follows.

- 9 (number of months in agreement) \div 12 (number of months in a year) = $0.75 = 75\%$
- 75% of $8\% = 6\%$

So, Our total reduction would be 6% of the agreement charge.

Any reduction will be on a pro rata basis based on a standard period of 12 months. For example, if the relevant period is 3 months then the reduction shown in the example above will be $6\% \times 3/12 = 1.5\%$

3. Locations

The Equipment covered by the agreement will be kept at the addresses listed in Schedule 3.

- a. The Equipment must be installed in an environment that is suitable, in good condition and in line with the manufacturer's recommendations.
- b. If there is an intention to move the Equipment and the move is not to be carried out by Us as part of the service then You agree to tell us in writing so We can update Our records. If the Equipment is moved We may immediately alter Our service charges to reflect any increased costs to Us. Any alteration to Our charges must be reasonable or allow You to end the parts of this agreement relating to the Equipment being moved.
- c. We will have no responsibility for moved Equipment if We have not been given reasonable notice or You do not make the necessary changes We recommend for the Equipment's new location. (Our recommendations will be in line with the manufacturer's specifications or good working practice.)

4. Variations

- a. The services may be varied as part of the agreed Change Control process as defined in Schedule 6. Extra equipment or locations may be added by You to this agreement at any time. Charges for the additional equipment or services will be at Our then current pricing and if relevant, Enhanced Service charges will also be applied in line with any current manufacturer program.
- b. The Service Level Agreement (SLA) may also be changed upon request by You and charges will be varied in accordance with Our then current pricing.
- c. Additional equipment can be added at an additional charge to co-terminate with the main body of Equipment in Schedule 4. However, if there are Enhanced Service Charges then these charges may only be applied on the same terms and minimum periods as those prescribed by the manufacturer on Convergence Group.

- d. Equipment can be removed from Schedule 4 but We reserve the right not to lower the overall Agreement charge if the reduction is 25% or more of the total annual contract value. Subject to the agreed discount scheme being used the level of reduction may not be aggregate of the charges associated to the removed Equipment. Enhanced Services Charges cannot be cancelled or refunded.
- e. Reductions or additions may vary the level of discount that is applied to the charges at the time of change.
- f. You shall notify us in writing forthwith of any Enhancement or Upgrade made to any Equipment or software detailed in Schedule 4 which is installed by any third party.
- g. Upgrades and Enhancements made to Equipment pursuant to this clause 4 (f) shall be included within the scope of this agreement only after one of Our engineers has prepared a report on the effect of the Upgrade or Enhancement and confirmed it is satisfied with the report at which point such third party Upgrades or Enhancements shall become subject to the terms of this agreement. We reserve the right to exclude any such third-party Upgrades or Enhancements from becoming subject to the terms of this agreements at Our complete discretion.
- h. The inspection and report referred to in this clause 4 (g) shall be charged to the Customer at the rate specified by Us from time to time and shall be paid in addition to any increased sum we require to take account of the Upgrade or Enhancement.

5. Risk and ownership

- a. Any equipment We lend will remain Our property. You must take all reasonable steps to make sure that the loaned equipment is kept safe and not removed from the premises We despatched it to without Our written permission. You will be charged for any equipment that is stolen, damaged or lost.
- b. Any part of Your Equipment that We are repairing or testing will remain Your property. We will take all reasonable steps to make sure that Your Equipment is safe and We will replace any Equipment that is stolen, damaged or lost while in Our care.

6. Confidentiality

- a. For the purposes of this agreement, 'Confidential Information' includes all information (whether written, oral or in other form) that would be regarded as confidential by a reasonable business person relating to the business, affairs, finances, customers, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party, their subsidiaries or group companies. This includes in particular (by way of example only and without limitation) secret formulae, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, and any information which the Receiving Party is aware or should reasonably be aware is, or has been told is, confidential.
- b. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):
 - i. To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and

- subsequently received pursuant to this Agreement (“in this Clause “Confidential Information””); and
- ii. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party’s written consent, except to the Receiving Party’s employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
 - iii. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- c. You shall not disclose the existence of this Agreement to any third party without the prior written consent of Convergence.
 - d. The confidentiality obligations in this clause 6 (a) and 6 (b) will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.
 - e. The confidentiality obligations in this clause 6 (a) and 6 (b) will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party’s reasonable satisfaction:
 - i. Has ceased to be secret without default of the Receiving Party’s part; or
 - ii. Was already in the Receiving Party’s possession prior to disclosure by the Disclosing Party; or
 - iii. Has been received from a third party who did not acquire it in confidence.

7. Data Protection

- a. Both parties agree that they will at all times comply with their obligations under the current Data Protection Regulation (“UK GDPR” and Data Protection Act 2018 as amended), and all statutory instruments, orders, regulatory requirements, subordinate legislation made pursuant to it or codes of practice governing the processing, including the collection, use, storage and transmission of any Personal Data required to be processed under this agreement (which together shall be referred to as the “Data Protection Regulation”).
- b. For the avoidance of doubt, “Data Subject”, “Processor”, “Controller”, “Personal Data”, “Personal Data Breach” and “Processing” shall bear the respective meanings given to them in Data Protection Regulation (and “Process” and “Processes” shall be construed accordingly). The term “Sub-Processor” shall refer to the third party who carries out Processing when the Processor sub-contracts all or some of the processing to another Processor.
- c. Both parties acknowledge that for the purpose of Data Protection Regulation that We are the Processor of any Personal Data that You provide to us (as defined by Data Protection Legislation) or a sub-processor for You. Unless otherwise required by law, We will process the Personal Data only on the written instructions of the Controller (or in the case where We are a sub-processor, on instructions from You). The Personal Data will be processed for the purpose of providing the service. In relation to the above, You acknowledge that, in order for Us to provide the service, We will also be required to disclose information to the vendors and/or telecommunications companies who will supply any element of the service, who are also compliant with the current Data Protection Legislation. You acknowledge that if we are not permitted to pass on this information then we may not be able to provide the service purchased.
- d. In addition to paragraphs a to c above, both parties agree that:
 - i. all Personal Data shall be processed lawfully, fairly and in a transparent manner;

- ii. Personal Data will only be collected for the specified, explicit and legitimate purposes of providing the service (or otherwise as notified and agreed with You) and not further processed in a manner that is incompatible with those purposes;
 - iii. the processing of Personal Data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - iv. the Personal Data is accurate and kept up to date;
 - v. all Personal Data which is kept in a form which permits identification of Data Subjects shall be retained for no longer than is necessary and for the purposes for which the Personal Data is processed;
 - vi. no Personal Data will be transferred outside of the UK without appropriate safeguards being in place;
 - vii. they will promptly notify the other party of any Personal Data Breach;
 - viii. it will provide the other party with any information which the other party may reasonably require to satisfy itself that the obligations under the Data Protection Regulation are being met; and
 - ix. it will ensure that it does not knowingly or negligently do or omit to do anything which places the other party in breach of its obligations under Data Protection Regulation.
- e. Both parties shall take all appropriate technical and organisational security measures necessary to:
- i. preserve the security and integrity of any Personal Data disclosed; and
 - ii. to prevent any unauthorised or unlawful processing; and
 - iii. to protect all Personal Data from all security risks including accidental loss, misuse, unauthorised access, theft, fraud, destruction and damage.
- f. As the Processor, We also agree that:
- i. all employees who are authorised to process the Personal Data are subject to a duty of confidentiality;
 - ii. We will provide reasonable assistance to the Controller in providing access to the Data Subject and allowing the Data Subjects to exercise their rights under the Data Protection Regulation;
 - iii. We will promptly (and in any event within 2 calendar days) and fully notify the Controller of any Personal Data Breach and assist the Controller in meeting their requirements regarding the Personal Data Breach, the security of Processing, and the conduct of any data protection impact assessments that they require under the Data Protection Regulation;
 - iv. Other than Personal Data required for legislative or regulatory purposes as detailed in Our privacy policy), We will delete or return all personal data to the Controller as requested at the end of the contract;
 - v. We will promptly inform the Controller where, in Our reasonable opinion, We believe that any instruction received is likely to infringe the Data Protection Regulation.
- g. Both Parties agree to make all information available as requested by the other to demonstrate their compliance with the Data Protection Regulation, including allowing for and contributing to audits and inspections. If either Party is asked to do something which infringes the Data Protection Regulation. They will inform the Controller immediately.
- h. Neither Party will, by any act or omission, cause the other to breach any of the Data Protection Regulation.
- i. Both Parties will co-operate as required with the Information Commissioners Office (ICO).
- j. We shall indemnify You against all liabilities arising out of or in connection with any breach by Convergence and/or any Third Parties of these provisions; and You shall indemnify Us against all liabilities arising out of or in connection with any breach by You.

- k. Nothing within this paragraph will relieve either Party of their own direct responsibilities and liabilities under the Data Protection Regulation.

8. Force Majeure

- a. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by reason of any Force Majeure Event.
- b. Where such cause continues for more than three (3) calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other Party.

9. Insurance

You will maintain at all times during the provision of the Services public liability insurance and occupiers' liability insurance to the levels and coverage as required by law and that a prudent organisation would be expected to maintain.

10. Intellectual Property Rights

Except as expressly provided in this agreement, Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in this agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one party to the other.

Both parties agree that Convergence or its licensors shall own all of, and The Customer shall not acquire any title to or interest in, any Intellectual Property Rights owned by or licensed to Us by third parties or any improvements, modifications or adaptations thereto (excluding any improvements, modifications or adaptations to the extent that they contain Intellectual Property Rights owned by The Customer).

11. Limit of liability

- a. Our liability for any breach of this Agreement, loss of or damage to Your premises or Equipment, or any representation, statement tortious act or omission (including negligence) arising under or in connection with this Agreement is limited to a total of £5,000,000 within any 12-month period for all claims arising under this agreement. Your liability is limited to the same amount.
- b. Nothing in this agreement excludes or limits either party's liability in respect of:
- i. death or personal injury caused by the negligence of a party or its directors, employees, agents or sub-contractors;
 - ii. any fraudulent misrepresentation or other fraud; and
 - iii. any other liability which cannot be excluded or limited by law.
- c. Neither party will be liable to the other party for any:
- i. special, indirect or consequential loss;
 - ii. loss of income, profits, business or goodwill;
 - iii. loss of, damage to or corruption of information; or
 - iv. loss of availability;
- which the other party may suffer as a result of any act, failure or neglect (including negligence) in keeping to this agreement.
- d. If We have agreed to do anything under this agreement on Your instructions, and as a result We are in breach of any rights of anyone else (or anyone else threatens us with proceedings for breach of their rights) You agree to and shall indemnify Us in full against any loss We may suffer, including legal costs, in defending the proceedings or claim. Your obligations under this clause will remain after the rest of the agreement has ended whatever the reason for termination.

- e. If, as part of the service We have advised You that a solution may not provide Your requirements or that it may be vulnerable to attack or fraud from a third party, then if You choose not to follow Our recommendations We will not be liable for any costs, damage, loss or expense that you might incur from failure to follow Our advice.

12. Anti-Bribery

Neither You or We will engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK and will have in place and comply with an anti-bribery and anti-corruption policy. If a party breaches this clause the other party will have the right to terminate this agreement immediately on written notice to the breaching party.

13. Modern Slavery & Human Trafficking

Both parties shall ensure that there is no modern slavery or human trafficking within their business and as far as reasonably possible within their supply chain.

14. Ending this agreement

- a. The dates described in this clause relate to those dates shown in this agreement.
- b. This agreement will be in force from the date the agreement starts until the date the agreement ends. and then it will continue until you or we end it by giving at least three calendar months' written notice to the other.
- c. Either party may end this agreement immediately, by giving the other written notice, if:
 - i. an application is made for an administrator or receiver to manage all or part of the other party's assets;
 - ii. the other party cannot pay its debts when they are due or is declared bankrupt; or
 - iii. the other party breaks any significant part of this agreement and, if the matter can be put right, does not do so within 30 working days of receiving a written request.
 - iv. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- d. We may end this agreement if you do not pay an amount you owe after we have given you 90 days' written notice to make the payment.
- e. If we increase our charges by an amount that is greater than any increase in the Retail Price Index (or any index that replaces it), or the Enhanced Services charges are increased unreasonably relative to the then current charges imposed by the manufacturer on Us to enable them to provide the Enhanced Service, you may cancel this agreement by giving us 30 days' written notice.
- f. When this agreement ends, You must promptly return all hardware, software, documents and manuals used in connection with this and any other items which rightfully belong to Us. If You fail to do so, We may enter Your premises and take possession of them. Until they have been returned or repossessed, You shall be solely responsible for their safe keeping.
- g. Upon termination We will have no obligation to deliver Enhanced Services on any item of Equipment where the end date for Enhanced Services is greater than the support end date in Schedule 4.

15. General

- a. The conditions of this agreement solely in relation to the subject matter of this agreement will take precedence over any conditions that conflict with a condition in any other agreement between the parties.
- b. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof and this agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
- c. Any reference to statute or a statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- d. Neither party's rights and responsibilities under this agreement may be transferred unless agreed to in writing. Agreement must not be unreasonably withheld.
- e. No term of this agreement is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law.
- f. If either party does not enforce any term or condition of this agreement, that will not prevent either party from enforcing that term or condition in the future.
- g. We may, without prejudice to any other rights We may have, set off any liability from You to Us against any liability of Us to You.
- h. Any notice which needs to be given under this agreement must be given in writing and delivered to the other party's company secretary by hand, by recorded delivery, or by fax or email. Notices delivered by hand shall be deemed delivered the same day and any notice delivered by post shall be deemed given three (3) days after the date of posting. Any communicate by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other party's electronic mail-box.
- i. This agreement will be governed by English law and you and we agree that any dispute will be settled in the English courts. Certain goods from the United States (including technical information) may have been imported under licence with the condition that they are not re-exported without approval from US authorities. If this applies to your Equipment we will let you know and you must keep to the licence conditions.
- j. You and we are independent contractors under this agreement, and neither can act on behalf of the other.
- k. This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any Party may enter into this Agreement by signing any such counterpart.
- l. Any changes to this document must be in writing and signed by one of Our directors and one of Your authorised representatives.

Section C – Support Service Conditions

1. Scope of the agreement

Services provided

The support services We provide under this agreement are listed in Schedules 1 and 4.

Services not provided

Unless this agreement specifically says otherwise, We do not provide the following services:

- Remediating problems directly associated to changes not made by Us and where the Change Control procedure (as defined in Schedule 6) has not been followed.
- Work needed because of the Equipment being damaged as a result of an accident, abuse or neglect (unless the damage is caused by Us).
- Repairing faults created by the use of consumables, modifications or maintenance not authorised by Us or the manufacturer.
- Repair work needed because of parts being transported, relocated or incorrectly installed and commissioned (unless this was carried out by Us or under Our direction).
- Repairing faults created by updates being installed incorrectly (unless We were responsible for this).
- Repairs to try and make the Equipment work in a way that exceeds the manufacturer's specification, including without limitation failure to maintain a constant power supply, air conditioning or humidity control.
- Repairing faults that we believe You knew about before entering into this agreement but which You did not tell Us about.
- Software updates to maintain the latest version of software, unless it is specifically included in Schedule 4. Where software updates are included then the service given is in line with the manufacturers prevailing conditions.
- Unless as specified and agreed, re-installing applications, databases or user data on to computer servers or personal computers.

The list above is not complete and is for guidance only.

2. Our responsibilities

- a. We will repair, at Our own expense (subject to any limitation set out in this agreement) faults caused by fair wear and tear in order to restore the Equipment listed in Schedule 4 to its normal working condition. The Equipment covered, the period of cover, and Our response and fix times are shown in Schedule 4.
- b. The restoration will take the form of either:
 - repairing (and installing temporary equipment while the defective Equipment is being repaired if necessary); or
 - replacing the defective Equipment with equivalent equipment (as long as You have given us written authority to do so); or
 - Repairing or re-conditioning the Equipment on site if We judge that this is appropriate.

If We install temporary equipment while We repair faults covered by this agreement, We will take that equipment away and re-install Yours free of charge.

Title will be exchanged with the owner of the faulty Equipment for any permanently replaced parts.

- c. We will hold appropriate spares to carry out Our responsibilities.
- d. If we believe that Our work will disturb unaffected parts of the network which it forms part of, We will make all reasonable efforts to tell You about this before We start work.

- e. We will make all reasonable efforts to promptly tell You about any significant issues relating to this agreement.
- f. We will make every effort to carry out all of Our responsibilities under this agreement.
- g. We will provide a Service Desk.
- h. While our employees are on site We will make sure they follow any health and safety procedures which We have received a copy of.
- i. We will keep any confidential information, systems or processes You give Us safe, secure and confidential.
- j. We will provide performance statistics related to the services that We give You.
- k. We will carry out Our responsibilities in a way that keeps business disruption to a minimum.
- l. We will carry out Our responsibilities with due care and attention. We will be responsible for Our staff's failures.

2. Your responsibilities

- a. You must provide Us with the correct environment, information, co-operation, assistance and access to facilities as We reasonably require to enable Us to perform the Services. Any charges, liabilities or losses incurred as a result of Your failure to meet this paragraph and the associated detailed conditions will be the exclusive responsibility and accountability of You. The conditions required are:
 - i. Environmental –
 - Suitable and industry standard communications room(s) that house the hardware that we provide the service for;
 - Suitable UPS systems providing complete power protection for the hardware that we provide the service for, free from surges and fluctuations as recommended by the manufacturers of the Equipment;
 - Suitable communications cabling, cabling termination, ducting and effective cable management systems that enable easy installation and removal of the hardware equipment provided in the service;
 - Suitable air conditioning, and where appropriate humidity control in the communications rooms ensuring that all the hardware contained is kept and maintained at the appropriate temperatures to ensure good working order as per the vendor specifications.
 - ii. Access Control –
 - Suitable physical access is controlled and where necessary restricted to ensure that the hardware detailed under the service is appropriately protected against accidental or malicious physical damage, interference or disruption;
 - Suitable controls and authorisations are implemented, controlled and enforced, and event logs maintained of access, including 3rd parties to the communications rooms to mitigate accidental or deliberate disruption to service to the hardware detailed under the service;
 - Suitable controls, care and where necessary supervision is provided when 3rd parties operate in the communications rooms, communication racks and environment where the hardware equipment supporting the service is contained.
 - iii. Dependencies –
 - Suitable 3rd parties and vendor hardware and software is comprehensively tested to ensure of interoperability and compatibility with the hardware equipment provided in the service. Poor introduction and integration of new or modified 3rd party and

vendor software and hardware that has a detrimental impact on the service provided will be the responsibility and accountability of You.

- iv. Cyber Attack and Service Disruption –
 - Software and Hardware provided by third parties and vendors is compliant with Cyber Essentials as a minimum standard;
 - Any software or Hardware not included in the service provided by Us and any outage, disruption or impact as a result of a cyber-attack on third party hardware or software will be the responsibility and accountability of You;
 - Any software or Hardware not included in the service provided by Us and any outage, disruption or impact as a result of a cyber-attack on the hardware or software provided by You will be the responsibility and accountability of You.

- b. The essential details as specified in Schedule 5 must be provided to Us before We can accept a fault call on Equipment that has an Enhanced Service Charge attached. The essential details should be received by Us at least 30 working days before any related fault call and subject to the manufacturers accepting registration of such Equipment. Registration will be subject to receiving payment as specified in Section B Clause 1.

If You do not supply the information We will take reasonable steps to carry out Our responsibilities, but We:
 - i. will not be liable for any failure, including if We fail to meet Our response or fix times.
 - ii. may charge You for the cost to repair or provide a replacement or any other reasonable cost incurred (as described in 3c below).

- c. You must pay us for any work which You ask for which is not covered by this agreement. We will not commence any chargeable work without formal authorisation from You by way of email, fax, letter or secure authorisation code. Such work includes (but is not limited to):
 - i. repair work We do to repair damage (other than damage caused by us) created by accident, misuse or neglect;
 - ii. any maintenance call We attend to Equipment that has moved to a new location and was not installed by Us, and We reasonably determine that the problem was caused by the transportation or reinstallation of the system;
 - iii. when You ask us to visit site (or sites) for maintenance that proves to be unnecessary or to correct problems related to equipment not covered by this agreement; and
 - iv. installation services or consultancy work which is not covered by this agreement. Our costs for providing work not covered by this agreement will be at our standard agreed prices which apply when We do the work.

- d. You shall prepare the premises for the installation of Equipment to be worked on by Us to Our reasonable satisfaction.

- e. You shall ensure that any fixtures and fittings at the site which could reasonably be anticipated to be damaged in the provision of the Service are either moved or are adequately protected. Where necessary we shall require that a Risk Assessment Method Statement (“RAMS”) shall be carried out prior to the Service being undertaken. We shall not be liable for any damage caused where required actions identified by the RAMS have not been completed and/or where adequate protection has not been put in place.

- f. You shall promptly implement recommendations from Us in respect of remedial actions; whether prior to or following an incident; and confirm that You own or will obtain valid licences of all Intellectual Property, commercial off the shelf products or software developed under licence which are necessary to grant Us access to and use of the software for the purpose of fulfilling Our obligations under this agreement.

- i. In the event that Your failure to implement recommendations materially impacts Our ability to carry out the service then this will be the responsibility and accountability of You.
- g. If We install temporary equipment while We repair yours, You must allow Us to re-install Your Equipment and remove Our equipment within 20 working days of Us telling You that Your Equipment is ready to be re-installed. We will not be liable for any costs other than Our own arising from allowing Us to carry out this work. If the equipment is not returned to Us within 20 working days then You will be charged for and You will pay the full replacement cost of the temporary equipment.
- h. You must ensure that back-up copies of all software on Equipment We are supporting (and any other equipment that may be reasonably associated with it) are made and can be made available to Us along with any manufacturer's license keys (subject to the manufacturer's licensing conditions) so that We can perform our duties under the terms of this agreement.
- i. You must promptly tell Us about any significant issue relating to this agreement.
- j. Health, safety and any security procedures or policies must be given to Us or made available to Us for any sites We are to attend to fulfil Our obligations in this agreement. We will not be responsible for any delays in meeting Our obligations due to Our compliance with such health, safety and security procedures or policies or delays in them being provided to Us.
- k. You acknowledge that some repair work may be disruptive and You will not unreasonably withhold permission to do such work during the term of this agreement. We will give you notice of any such repair work and We will not start the work until You give Us your permission in writing. If you need Us to do the work outside of the cover period specified in Schedule 4 You will have to pay a charge which We will tell you about before We start the relevant work.
- l. You must keep any confidential information, systems or processes We provide safe and secure.
- m. You must give Us feedback on the quality of our service whenever We reasonably ask for your views.
- n. If you do not return, and we do not receive, a signed copy of the contract, presentation to Us by You of a Purchase Order for the services provided within this agreement shall be deemed acceptance by You of Our Terms and Conditions.

4. Enhanced Services

Unless otherwise specified, this is a contractual obligation between Us and the manufacturer. The manufacturers have varying programs for service delivery through accredited and approved partners. These programs are associated to the delivery of service of this agreement. This includes problem escalation, legitimate access to software and some service delivery cost such as the repair/replacement cost of a device. We operate a 2 tier model.

a. Tier 1. Assured.

In order to provide the Assured Enhanced Service, We will determine in compliance with the manufacturer's prevailing programs, with which We are accredited, whether or not to register the Equipment with the manufacturer. Regardless of whether the Equipment is registered with the manufacturer or not, You will receive the benefits of the Enhanced Service. These benefits change from time to time and so are not defined in this agreement, but details will be made available to You upon request. All software provided as part of the service You receive will be done so in compliance with the manufacturer's licencing agreement.

We require that all Enhanced Services charges are paid in advance of the contract term, for each and every 12 month period. Until We have received payment We will not be able to provide any Enhanced Services to you.

b. Tier 2. Essential.

This is an opt out service where You have chosen not to have any form of Enhanced Service. Any additional costs of providing software support will be passed on from Us to You if it is required during the term of this agreement. If we have advised You that the optional Enhanced Service charges are applicable to the Equipment that we maintain for You /Your customer and You opt not to pay such charges then; if we need to replace Equipment and it is deemed beyond economical repair then We will give You 90 days' notice that the hardware can no longer be supported by Us. We will also include justification for the decision and provide free advice on a suitable replacement product.

5. End of Life

For the purpose of this agreement, End of Life means that all forms of support from the manufacturer for that particular product has ceased.

If a product becomes End of Life during the term of the agreement, then We will limit the support that We can offer You, by the prevailing terms of the manufacturer.

By signing this agreement, both parties are confirming that they have read and understood this agreement and will keep to its terms and conditions.

For Convergence (Group Networks) Ltd:

For Customer: _____

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Schedule 1 – Services Included

Services Included

Service	Services Agreement
Incidents Included	Unlimited (unless specifically stated within this schedule)
Spares Included	Yes
Software Updates	Available if appropriate Enhanced Services have been purchased as shown in Schedule 4
Remote Diagnostics	Yes if purchased as shown in Schedule 4
Off-site backup	Yes if purchased as shown in Schedule 4
Remote Network Management	Yes if purchased as shown in Schedule 4
Access to vendors TAC (telephone assistance centre)	Available if appropriate Enhanced Services have been purchased as shown in Schedule 4

Incidents included

If you do not have unlimited incidents allocated then charges for incidents after allocation will be at Convergence Group's prevailing rates.

Support Start Date – is the date support commences from for this particular item

Support End Date – is the date support ends for this particular item

Schedule 2 - Service Level Explanation

You can choose a contract that sets a response time, a fix time or a combination of both.

For faults relating to software (excluding where our onsite engineer has issues with deploying software to a new chassis) We cannot guarantee fix times and so these are not included in the service level agreement calculations.

You may choose separate times for each item. Your choices are shown in Schedule 4.

Our current escalation procedure, which We follow when dealing with complaints, is available upon request. We are constantly reviewing our escalation procedure to make sure We perform efficiently.

When do the service levels start?

When You report a fault (using the procedure that applies at the time) We will give You a fault reference number. You will then either be passed on to a duty engineer, or the duty engineer will call You back within 10 minutes. If appropriate, We will start to diagnose the problem over the phone to reduce the time it takes to resolve the fault. Doing this will last for up to 15 minutes unless We agree otherwise with You (a written confirmation will be sent). At the end of this time an engineer will be sent out. It is at this point that the fix and response times are measured from unless otherwise agreed.

For monitored services, tickets are raised automatically via our monitoring platform. The SLA starts at the time the ticket is raised.

What is a response time?

The response time is the period from the time Our engineer is sent out to the time he or she arrives at Your premises. Response times are only guaranteed during Your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour response time. If You place a call at 4pm, Our engineer will be expected to be with you no later than 12.25pm the following day.

(4pm to 4.25pm (telephone diagnosis) = 25 minutes,
4.25pm to 5pm = 35 minutes,
9am to 12.25pm = 3 hours and 25 minutes - a total of 4 hours.)

What is a fix time?

The fix time is the period of time from Our engineer being sent out to Your premises to the time Your network service is restored. Fix times are only guaranteed during Your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour fix time. If You place a call at 4pm, restoration of the network service will be expected to be no later than 12.25pm the following day.

(4pm to 4.25pm (telephone diagnosis) = 25 minutes,
4.25pm to 5pm = 35 minutes,
9am to 12.25pm = 3 hours and 25 minutes - a total of 4 hours.)

What is a combined response and fix time?

A combined response and fix time is the total time You get by adding together the response time and the fix time. These times are only guaranteed during Your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour response time and a four-hour fix time. If You place a call at 4pm, Our engineer will be expected to be with You

no later than 12.25pm the following day and restoration of the service would be no later than 16.25pm.

- (4pm to 4.25pm (telephone diagnosis) = 25 minutes,
- 4.25pm to 5pm = 35 minutes,
- 9am to 12.25pm = 3 hours and 25 minutes
- a total of 4 hours plus up to 4 hours fix time.)

We will always try to make sure an engineer meets the response and fix times set out in the agreement.

Restrictions for fix times

Certain systems have special conditions applied to them with regard to fix time service levels. Unless agreed in writing the restriction listed below will take precedence over any service level described in Schedules 2 and 4 of this agreement.

Types of systems where restricted fix times apply:

Any software related fault (excluding where Our onsite engineer has issues with deploying software to a new chassis).

Server based Equipment such as -

1. Soft telephone PBX's including IP PBX's operating on de facto or industry standard operating systems.
2. Interactive Voice Response Systems.
3. Internet and email exchange systems.
4. Any applications where users have a direct interface via a PC, telephone, PDA or similar device.
5. Security systems based on PC or server platforms
6. or any other system where restoration of service is dependent upon the reinstallation of applications, generic computer operating systems such as MS Windows, Unix Linux etc., and user data.

Restricted Fix SLA

The fix time completion will be restricted to restoring the hardware platform to a working condition in isolation without the application being installed or operational.

Any such installation may be limited to any operational or licence restrictions imposed by the manufacturer.

We will always try to make sure an engineer meets the response times and fix times set out in the agreement.

SLA Details

Description	Code

Schedule 3 – Equipment location details

Location Address	Location Postcode

Schedule 4 – Equipment details and costs

Equipment under contract (Contract Number ())

Order Lines (Product Code)	Serial Number	Support Start Date	Support End Date	Location (postcode)	SLA
					Order Lines

Enhanced Services (ES)

Product Code	Serial Number	Support Start Date	Support End Date	Location (postcode)

Vendor-Only Services (VOS)

Product Code	Serial Number	Support Start Date	Support End Date	Location (postcode)

Total Price: (Total Price ())

Renewal Date: (Renewal Date ())

Schedule 5 - Essential and Operational details

We need the essential details below so that We can carry out Our responsibilities under the agreement, and to be compliant with certain manufacturers prevailing conditions associated to Enhanced Services. If You do not have the necessary resources to provide the details, We can provide technical help. If Our staff has to gather the information, we may charge You for this at our usual rates. To collect this information We would need to provide a network audit service. Dependant on the size/volume of the order, a network audit service may be deemed mandatory by Us. With Your agreement we shall conduct the audit at an agreed cost. Should You refuse to allow us to perform this Audit, we reserve the right to terminate this agreement.

Operational details allow Us to provide the best service under the terms of this agreement.

A. Essential details

These mandatory details may vary depending upon the prevailing requirements of the manufacturers and these may change from-to-time. We require all the Essential Details below, however, the minimum detail for registration by manufacturer can be provided upon request.

- Serial numbers
- Product codes.
- Full location details of each item of Equipment, including
 - Full building address
 - Floor number
 - Room number
 - Rack number
 - Position
 - Site contact details
 - Access process and restrictions (if applicable)

B. Operational details

For each address we need the following details:

- Details of how Your network is set up, preferably with a diagram.
- Details of any particularly important or sensitive Equipment and systems.

Details of each item of Equipment covered, including the:

- Manufacturer's description.
- Hardware version or approximate age.
- Software version.
- Location within the site.
- Configuration back-up on disk (or similar) or exact details of where the back-up is held.
- The health and safety policy and procedures related to the site where the equipment is installed.
- Any special operational requirement which could impact the service delivery

Desirable Details

- Location maps.
- A site map (for large sites).
- A copy of Your and the end users escalation procedure or policy.