

SPECIFIC CONDITIONS K1 – END USER SERVICE DESK SERVICES

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

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
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| “End User Services” | means the Services provided by the Company to the Customer’s End Users under these Specific Conditions; |
| “First Contact Resolution” | means an Incident that is Resolved at the point that the End User first raises the Incident Notification and/or Service Request with the Service Desk; |
| “Incident” | means any unplanned fault or a reduction in the performance of the Supported Equipment and/or Supported Software; |
| “Incident Notification” | means any notification of an Incident made by an End User in accordance with paragraph 4.1.2; |
| “Non-standard Service Requests” | means any Service Request not covered by the Request Catalogue; |
| “Priority User” | means an End User that is notified by the Customer to the Company in writing as a Priority User, subject to the maximum number of Priority Users set out in the Order Form; |
| “Resolution” and “Resolve” | means (i) in respect of Incidents, the resolution of an Incident by means of a reasonable work-around or permanent fix to be provided (as applicable) by the Company or the relevant Third Party Resolution Group, which the Company reasonably deems necessary to permit functioning of the Supported Software and/or Supported Equipment to resume; and (ii) in respect of Service Requests the fulfilment and/or closure of that Service Request in accordance with paragraph 4.3; |
| “Request Catalogue” | means the set of standard Service Requests authorised by the Customer as agreed between the parties in writing from time to time, including for example simple administration functions required to assist End Users such as a password reset; |
| “Request Fulfilment” | means the management of Service Requests in accordance with paragraph 4.3; |
| “Resolution Group” | means the party, person or entity responsible for resolving Incidents and/or fulfilling Service Requests, as identified according to the nature of the relevant Incident and/or Service Request in the SOM; |
| “Service Desk” | means the service desk provided by the Company from a pool of shared resources (1st and 2nd line) to act as the single point of contact for the End User Services; |
| “Service Desk Hours” | means 7am to 7pm on Business Days; |
| “Service Request” | means a formal request from an End User for a change and/or something to be provided relating to the Supported Equipment and/or Supported Software made by an End User in accordance with paragraph 4.1.2; |
| “SOM” | means the service operations manual, being the service delivery document to be created by the Company and developed and agreed by the parties in respect of the relevant processes and procedures to be applied by the Company in respect of the End User Services in accordance with these Specific Conditions; |
| “Supported Equipment” | means the equipment identified in the Order Form as Supported Equipment for the purposes of the End User Services; |
| “Supported Software” | means the third party software identified in the Order Form as Supported Software for the purposes of the End User Services; |
| “Third Party Resolution Group” | means a Resolution Group other than the Company agreed in writing by the parties and listed in the SOM or, where none are listed or agreed, the Customer; |
| “Ticket” | means an Incident Notification or Service Request that has been raised by an End User with the Service Desk and recorded by the Company; and |
| “Web Portal” | means the online End User interface access to which is provided by the Company to the Customer’s End Users for the purpose of raising Incident Notifications and Service Requests and for End Users to check for status updates on Tickets. |
- 1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the End User Services to the Customer.

3 MINIMUM TERM

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

4 END USER SERVICES

4.1 Service Desk

- 4.1.1 The Company will provide a Service Desk during the Service Desk Hours a single point of contact for the Customer’s End Users for raising, recording and managing Service Requests and Incident Notifications in relation to the Supported Equipment and Supported Software. The Service Desk will be shared between the Customer and other customers of the Company.
- 4.1.2 An End User of the Customer may at any time during the Service Desk Hours raise an Incident Notification and/or or a Service Request with the Service Desk either by telephone and/or a Web Portal as directed by the Company from time to time.
- 4.1.3 When an End User contacts the Service Desk, the Company will:
- follow an authorisation process to validate the identity of the End User and the rights of each such End User in relation to Service Requests and Incident Notifications;
 - record all Incident Notifications and Service Requests that have been made in accordance with paragraph 4.1.2 as Tickets;
 - update the status and record the progress of Tickets; and
 - provide system generated e-mails to confirm the progress and status of Tickets to End Users.
- 4.1.4 The Company will unless otherwise agreed in writing by the parties and/or in the SOM, ensure that the Tickets raised capture the following information:
- a unique Ticket identification reference number or code, which shall be confirmed via email or the Web Portal (in the case of system-generated alerts);
 - the relevant asset ID, which shall identify the asset model and description, and/or or other relevant asset details as applicable;
 - the relevant asset location/site, if applicable;

- (d) relevant End User contact details;
- (e) a description of the Incident or Service Request to the level of detail agreed between the parties;
- (f) a general Ticket category or classification heading (for example 'hardware fault'); and
- (g) the relevant Resolution and/or closure details for the Incident or Service Request.

- 4.1.5 The Company will manage End Users designated as Priority Users in accordance with any additional procedures for Priority Users as agreed by the parties in writing and set out in the SOM.
- 4.1.6 The Company will close all Tickets five (5) days after the Ticket has been Resolved (or otherwise closed in accordance with agreed procedures as set out in the SOM). End Users will be notified via an automated closure e-mail.
- 4.1.7 The Company will provide a complaints procedure for the escalation of Tickets and issues by the End User with the Company, such process to be agreed between the Customer and the Company in writing and set out in the SOM.

4.2 Incident Management

- 4.2.1 The Company will:
 - (a) provide First Contact Resolution where possible in accordance with the resolvable list (if any) agreed by the parties in writing and set out in the SOM;
 - (b) assign all Tickets that have not been Resolved by First Contact Resolution to the relevant Resolution Group;
 - (c) where the Company is the relevant Resolution Group use all reasonable endeavours to correctly diagnose and take steps to resolve Incidents in accordance with Specific Conditions X3 – Standard Operational Services);
 - (d) liaise with Third Party Resolution Groups, where appropriate; and
 - (e) endeavour to provide regular updates in relation to Incidents, as reasonably agreed with the Customer.
- 4.2.2 Where multiple Incidents are received, which are believed to be part of the same single Incident, the Service Desk will link those multiple Incidents to the associated primary Incident record.

4.3 Request Fulfilment

- 4.3.1 The Company will:
 - (a) agree a standard Request Catalogue with the Customer to be set out in the SOM;
 - (b) fulfil standard Service Requests that are covered by the Request Catalogue, in accordance with the requirements of the Service Catalogue and any agreed procedures set out in the SOM;
 - (c) validate Service Requests in accordance with the Company's policies set out within the SOM;
 - (d) agree with the Customer a list of authorised Customer Personnel who shall approve each Service Request type as detailed in the SOM;
 - (e) advise the End User on the scheduled expected delivery times in respect of a Service Request where appropriate; and
 - (f) contact the Third Party Resolution Group, where relevant, to facilitate the Third Party Resolution Group's fulfilment of a Service Request.
- 4.3.2 Non-standard Service Requests will be reviewed by the Company on a case-by-case basis. Any associated Charges and scope of services in relation to a Non-standard Service Requests shall be agreed between the Customer and the Company.
- 4.3.3 In the event that the Customer cancels a planned Service Request following acceptance of the Service Request by the Company, the Company will notify the Customer in writing of any additional costs incurred by the Company resulting from the cancellation of the Service Request, detailing elements such as additional equipment that has been purchased by the Company or Company resource that has already been utilised in relation to the cancelled Service Request. The Company may pass on any such applicable costs to the Customer in relation to a cancelled Service Request. The Company will document in the monthly Service report where a cancellation has created additional costs or workload for the Company.

4.4 Third Party Resolution Group Ticket Management

- 4.4.1 Where an Incident is identified that requires a Third Party Resolution Group, the Company will inform the End User of such and place the Ticket in the relevant Third Party Resolution Group queue.
- 4.4.2 The Company will assign Tickets to the agreed Third Party Resolution Group for those matters and issues agreed by the parties in writing and specified in the SOM.
- 4.4.3 The Company will provide regular updates on the progress of the relevant Incident or Service Request from the Third Party Resolution Group to the End User to the extent that the Third Party Resolution Group updates the Company in accordance with the procedures set out in the SOM.

5 WEB PORTAL

- 5.1 The Company grants to the Customer a non-exclusive, non-transferable, revocable licence for the Customer and up to the maximum number of its End Users as set out in the Order Form End Users to use the Web Portal and the related documentation for the Customer's internal business purposes only in order to benefit from the End User Services, in accordance with clause 13 of the Conditions. To the fullest extent permitted by law, all terms, conditions and warranties (whether implied by law or otherwise) in relation to the condition or performance of the Web Portal are excluded.
- 5.2 All End Users will be required to provide relevant registration details to be agreed between the Company and the Customer in writing, which will be a minimum of the End User's full name and email address, and all End Users will be required to agree to the Company's acceptable use terms and conditions for the Web Portal, as published by the Company from time to time. The Customer acknowledges and accepts that if the End User does not provide this information and does not agree to the acceptable use terms and conditions then the End User will not be able to connect to the Web Portal.

6 CUSTOMER OBLIGATIONS

- 6.1 The Customer is responsible for ensuring that End Users are properly trained to use the Supported Equipment and Supported Software, are aware of the available communication channels into the Service Desk and make use of any preferred web forms or other templates for raising Tickets and/or relevant contact numbers provided by the Company. The Customer will, where requested to do so from time to time by the Company:
 - 6.1.1 publish and promote to all End Users the use of the Company's specified communication channels and contact numbers (internal and external); and
 - 6.1.2 publish an agreed summary of the Service Levels to assist in setting End User expectations and to increase awareness of the scope of the End User Services across its business.
- 6.2 In respect of the management of Service Requests, the Customer is responsible for:
 - 6.2.1 providing the Company with a list of a list of Customer Personnel who are authorised approvers for Service Requests; and
 - 6.2.2 agreeing a standard Request Catalogue, that will then be contained in the SOM.
- 6.3 The Customer will procure that the Third Party Resolution Group:
 - 6.3.1 is aware of and agrees to the Company's Incident management and Request Fulfilment processes for Third Party Resolution Groups as set out in the SOM and interfaces appropriately with those processes;
 - 6.3.2 provides the Company with details of the Third Party Resolution Group's relevant activities in Resolving Incidents and/or fulfilling Service Requests in a timely manner; and
 - 6.3.3 co-operates fully with the Company and complies with all reasonable requests of the Company.
- 6.4 The Customer will ensure that any End User communication to Third Party Resolution Groups for Tickets must at all times be directed to the Service Desk, unless the Third Party Resolution Group requires direct communication with the End User, in which case the Customer shall procure that the Third Party Resolution Group informs the Company of such direct contact.

7 EXCLUSIONS

- 7.1 The End User Services are provided on the basis that the Supported Equipment and Supported Software are all current Vendor supported versions. Where this is not the case, relevant support and the Resolution of Incidents will only be provided on an endeavours basis.
- 7.2 The End User Services do not include Service Requests for product training or technical consulting.
- 7.3 The Company shall have no liability to respond to Tickets in any month once the maximum number of Tickets as set out in the Order Form has been consumed by the Customer.
- 7.4 The Company shall have no liability for any failure to provide the End User Services (including failing to meet any Service Level), to the extent caused by:
- 7.4.1 Incidents and/or Service Requests in respect of any equipment and/or software that is not Supported Equipment or Supported Software;
 - 7.4.2 inherent software faults for which there is no available fix or workaround, including those escalated to the applicable Vendor;
 - 7.4.3 Incidents caused by use or installation of hardware or software that has not been approved by the Company;
 - 7.4.4 Incidents caused by use of hardware or software in a manner or environment not consistent with manufacturer's guidelines;
 - 7.4.5 Incidents caused by configuration changes not performed by the Company;
 - 7.4.6 Tickets exceeding the number set out in the Order Form during the relevant period;
 - 7.4.7 responsibility for Resolving Incidents and Service Requests where the Company (or its approved sub-contractors) are not the Resolution Group or any other act, omission or delay caused by a Third Party Resolution Group;
 - 7.4.8 Incidents caused by faulty installations or implementations of hardware or software by the Customer or any Third Party Resolution Group;
 - 7.4.9 any course of action directed or instructed by the Customer, of which the Company does not approve as notified by the Company in writing to the Customer;
 - 7.4.10 any delay at the Customer's request;
 - 7.4.11 the Company responding to a Non-standard Service Request;
 - 7.4.12 the Customer not providing or complying with a Customer Obligation; and
 - 7.4.13 any unavailability of the End User to permit investigation or other progress of the Incident or Service Request.

8 SERVICE LEVELS

- 8.1 Subject to paragraph 8.2, the Company will provide the End User Services in accordance with the Service Levels set out below, which will be measured monthly by the Company.
- 8.2 The Company will provide the End User Services in accordance with any Service Levels identified as being applicable to End User Services in the Order Form.

Table 1: Service Levels

Ref	Performance Measure	Description	Service Level
1.3.1	Telephone Answering	Percentage of calls answered within 30 seconds during the Service Desk Hours	80%
1.3.2	Call Abandoned	Telephone calls abandoned by the End User before being answered during the Service Desk Hours	<5%
1.3.3	Response to Web Portal	Response to Incident Notifications or Service Requests raised via the Web Portal within 120 minutes during the Service Desk Hours	85%
1.3.4	Password Reset Service Request	Authenticated reset Service Requests completed within 60 minutes during the Service Desk Hours	90%

9 CHARGES

- 9.1 The Charges payable by the Customer for the End User Services are as set out in the Order Form.
- 9.2 The Charges are subject to the maximum number of Tickets per month set out in the Order Form. The Company shall have no obligation to respond to Tickets in excess of such maximum number, however if it elects to action those Tickets, the Company shall be entitled to charge (and the Customer shall pay) the unit rate per excess Ticket as set out in the Order Form.
- 9.3 Unless otherwise provided in the Order Form, the Charges for the End User Services are invoiced by the Company monthly in advance, with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter.
- 9.4 In respect of any usage based Charges, for example, where the number of Tickets exceed the maximum set out in the Order Form, such amounts will be invoiced by the Company monthly in arrears.