

SPECIFIC CONDITIONS K2 – DESKTOP MANAGEMENT SERVICES

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

1 DEFINITIONS

1.1 The Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions:

“Anti-Virus Management”	means the deployment of anti-virus software utilising the Virus Definitions in accordance with paragraph 4.3;
“Change”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Change Management”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Desktop Management Services”	means all of the Services provided by the Company to the Customer in accordance with these Specific Conditions;
“Emergency Change”	means has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Enhanced Patch Management”	means the Services provided by the Company to the Customer in accordance with paragraph 4.5;
“Gold Build Image”	means a template for a desktop/laptop/thin client device, which will include the operating system and may include applications as appropriate to facilitate software installation;
“Managed Desktop Equipment”	means the desktop, laptop and/or thin client devices and equipment identified in the Order Form as the Managed Desktop Equipment for the purposes of the Desktop Management Services;
“Microsoft”	means Microsoft Corporation and its affiliates;
“Operating System”	means the Microsoft Windows operating system, which is the operating system software that manages the Customer’s computer hardware and software resources and provides common services for software and computer programs to run on the hardware;
“Patch”	means a component of software to update computer software or its supporting data;
“Patch Management”	means the Services provided by the Company to the Customer in accordance with paragraph 4.2;
“Request Fulfilment”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Service Request”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Supported Software”	means the Operating System and/or any other software listed as supported software for the purposes of the Desktop Management Services in the Order Form;
“Virus”	means any type of malware, virus, worm, Trojan horse, ransomware, spyware, adware, scareware or other computer program or software code that has been introduced into a system that carries out a useless and/or destructive function such as displaying an irritating message or systematically over-writing the information stored (that is, “infect” them) and spreads by contact between an infected program and an uninfected program;
“Virus Definitions”	means the virus definitions provided by the anti-virus software supplier and as updated from time to time; and
“Web Filtering Services”	means the Services provided by the Company to the Customer in accordance with paragraph 4.4.

1.2 All other capitalised terms, which 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 Desktop Management Services to the Customer.

3 MINIMUM TERM

3.1 The Minimum Term shall be as stated in the Order Form or, if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

4 SERVICES

4.1 The Desktop Management Services will be provided from the Company’s sites.

4.2 Patch Management

4.2.1 Subject to the Customer making available to the Company the Patches from the applicable Vendor, where the Company is providing Patch Management, as identified in the Order Form, the Company will:

- provide Patch Management for the Supported Software on the volume of Managed Desktop Equipment identified in the Order Form;
- propose an automated Patch management process (the “**Patch Management Process**”) consisting of an agreed phase 1 test group that is broadly representative of the Customer’s End User base and a phase 2 release to all of the Managed Desktop Equipment with associated timeframes, to be reviewed by the parties during any transition or implementation phase of this Contract or otherwise as soon as practicable following the Commencement Date and agreed in writing;
- implement and manage the deployment of all Patches on a monthly basis in respect of the Supported Software that are identified as ‘critical’ Patches or ‘security’ Patches by Microsoft to address security vulnerability, stability, performance and/or functionality issues in accordance with the agreed Patch Management Process; and
- manage the deployment of Patches to the Managed Desktop Equipment in accordance with the Patch Management Process and Change Management process.

4.2.2 Any changes to the agreed Patch Management Process once it is automated shall be a variation to this Contract and may incur additional Charges.

4.2.3 If any concerns are discovered during phase 1 testing, the decision to halt the phase 2 deployment may be made by the Customer and must be notified to the Company at the earliest opportunity, to ensure that any impact is not spread to all of the Managed Desktop Equipment.

4.2.4 As advised by the Vendor, where the release of a Patch is required to resolve a major security breach or to resolve a security incident, the release of the Patch shall be managed as an Emergency Change.

4.2.5 The Company will provide the Patch Management using Patch Management software determined by the Company. The Company reserves the right to change, at its cost, its Patch Management software from time to time at its sole discretion.

4.3 Anti-Virus Management

4.3.1 Where the Company is providing Anti-Virus Management, as identified in the Order Form, the Company will:

- do so exclusively in respect of the Managed Desktop Equipment using software determined by the Company and reserves the right to change, at its cost, the anti-virus software from time to time at its sole discretion, unless otherwise agreed in the Order Form;

- (b) undertake the following scanning checks of the Managed Desktop Equipment to seek to detect and clean away Viruses and to help protect files from the Viruses found in the Virus Definitions:
 - (i) on-access (as files are opened);
 - (ii) on-demand (a full scan requested as a Service Request); and/or
 - (iii) scheduled (weekly or at such other frequency agreed in the Order Form or in writing by the parties from time to time);
- (c) use reasonable endeavours to help block any Viruses found in the Virus Definitions on detection;
- (d) manage and apply updates to the Virus Definitions;
- (e) perform configuration of the anti-virus software; and
- (f) where a Virus is found, take appropriate and reasonable measures to remove the Virus and recover the Managed Desktop Equipment as far as reasonably possible to its last known good status as identified by the Company and notified to the Customer.

4.3.2 The Company is not responsible for any data lost or corrupted or rendered inaccessible from the Managed Desktop Equipment or otherwise as a result of Virus outbreak or infection or caused by misuse of any system or application used on or connected to the Managed Desktop Equipment by End Users or any breach by End Users of any security policy.

4.3.3 As advised by the Vendor, where updated Virus Definitions are required to resolve a major security breach or to resolve a security incident, the release of the Virus Definitions will be managed as an Emergency Change.

4.4 **Web-Filtering Services**

Where the Company is providing Web-Filtering Services, as identified in the Order Form, the Company will:

- 4.4.1 do so exclusively in using web-filtering software determined by the Company and reserves the right to change, at its cost, the web-filtering software from time to time at its sole discretion, unless otherwise agreed in the Order Form;
- 4.4.2 configure the web-filtering software in accordance with the Customer's instructions to seek to:
 - (a) permit access to End Users to permitted websites;
 - (b) prevent access to End Users to blocked websites; and
 - (c) prevent Viruses from being downloaded or propagated on to the Managed Desktop Equipment; and
 - (d) manage End User access to blocked websites as a Service Request in accordance with the Request Fulfilment process.

4.5 **Enhanced Patch Management Services**

Where the Company is providing Enhanced Patch Management Services, as identified in the Order Form, the Company will, in addition to providing Patch Management in accordance with paragraph 4.2:

- 4.5.1 provide Enhanced Patch Management for the Supported Software on the volume of Managed Desktop Equipment identified in the Order Form;
- 4.5.2 implement and manage the deployment of all Patches for the Supported Software on a monthly basis to address security vulnerability, stability, performance and/or functionality issues in accordance with the agreed Patch Management Process under paragraph 4.2.1(b) and the Change Management process.

4.6 **Build Management**

4.6.1 Where the Company is providing Build Management Services, as identified in the Order Form, the Company will:

- (a) agree any developments to the specification for the Gold Build Image with the Customer;
- (b) create and maintain 2 (two) standard desktop Operating System builds annually;
- (c) provide 2 (two) core updates per Gold Build Image each Year, to include:
 - (i) a roll-up of all Patches released by Microsoft since the previous update;
 - (ii) 1 (one) new application per core build update, unless specified otherwise in the Order Form, provided that any such new application shall be provided by the Customer in a compatible format for inclusion in the build; and
 - (iii) End User graphical interface configuration.

4.6.2 The introduction of new types of Managed Desktop Equipment, shall be as per the quantity stated in the Order Form.

4.6.3 Where the Company has agreed to adopt existing Gold Build Images, as identified in the Order Form, such adoption is subject to the Company first satisfying itself that the existing images are built to good practice and are suitable for use by the software and or tooling used by the Company to create, maintain and deploy Gold Build Images. The Company will notify the Customer within four (4) weeks of the Commencement Date if it is not satisfied with the existing Gold Build Image and if adoption is therefore not possible.

4.7 **Desktop Application Packaging**

4.7.1 Where the Company is providing Desktop Application Packaging, as identified in the Order Form, and the Customer has made a Service Request for application packaging in accordance with paragraph 4.7.2, the Company will:

- (a) package applications to facilitate reliable operation and deployment as a chargeable activity on an 'as requested' basis in line with the Charges stated in the Order Form;
- (b) conduct an initial exercise to assess the application requirements and usage for each request to allow a rationalised list of applications to be produced from which the applications to be packaged can be identified, based on relevant criteria (number of installations, business importance, and installation complexity);
- (c) assess the suitability of the chosen applications (and other applications not selected for packaging) for use on the proposed operating system using a Microsoft application compatibility toolkit to help identify if the application has any known issues that may require resolution or make the application unsuitable for packaging;
- (d) perform a technical discovery that will document how the application should be installed and configured for an End User;
- (e) create a file that performs the installation as detailed in the discovery document;
- (f) check each application package for conflicts against both the underlying build and all previously packaged applications and resolve any conflicts where such applications have previously been packaged;
- (g) test the resulting package installation, application launch and uninstall; and
- (h) release the application package to an agreed End User of the Customer for acceptance testing.

4.7.2 Each request for Desktop Application Packaging shall be identified on the Service Request as one of the following and shall include:

- (a) Standard application package: for installable media that result in a discrete application being available on a workstation. The package includes the installation of all files, registry entries, shortcuts, ODBC DSNs, etc. required for the application to function. Pre-requisite applications (i.e. those required to be installed in order for another application to function correctly) are also subject to the full packaging process, resulting in a separate application package.
- (b) Complex application package: similar to standard packages except that they are deemed by the Customer or as a result of technical discovery to be sufficiently complicated or involved that the packaging effort required will be significantly increased. E.g. numerous/lengthy post-install configurations, overly large media size.

- (c) Shortcut package: to deploy one or more related shortcuts that link to either a network share based executable or an internet/intranet URL. If any shortcut requires other files to be installed, including but not limited to DLL, OCX and ActiveX downloads, in order for the shortcut's target to operate correctly, this will be deemed to be a standard application.
- (d) Session package: to install a file that enables a specific connection to a system via a separately packaged middleware application (e.g. a terminal emulation connection to a specific server, or a Citrix connection to a published application).

4.8 The quantity of package requests available to the Customer shall be stated in the Order Form.

5 CUSTOMER OBLIGATIONS

5.1 The Customer will provide or otherwise comply with the obligations set out in this paragraph 5.

5.2 It is the Customer's responsibility to take adequate copies of locally-stored data and operating and application software, unless otherwise expressly stated in this Contract as part of the Services provided by the Company, such that they may be restored to the Managed Desktop Equipment in the event of loss or corruption.

5.3 The Customer shall:

- 5.3.1 at all times operate and maintain the Supported Software and Managed Desktop Equipment in a prudent manner and at all times in accordance with the Vendor's recommendations;
- 5.3.2 operate the Managed Desktop Equipment, Supported Software and maintain data and any databases, in accordance with any Vendor user and operator manuals;
- 5.3.3 ensure timely participation and engagement with the Change Management process and where the Company is providing Patch Management, the Customer will approve the requests submitted by the Company in accordance with the Change Management process and will not unreasonably withhold or delay such approval;
- 5.3.4 ensure it has paid for all necessary Vendor support for the Supported Software and promptly make available such support and associated Patches to the Company;
- 5.3.5 be responsible for ensuring compliance with the terms of any software licence agreement for Supported Software;
- 5.3.6 be responsible for maintaining the confidentiality of physical access details to the Managed Desktop Equipment; be liable for all loss and damages arising from unauthorised physical access to or use of the Managed Desktop Equipment; and be responsible for designing and implementing its own security policy within the Customer's operations for preventing such occurrences;
- 5.3.7 remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes unless agreed otherwise in this Contract as being expressly provided by the Company and/or otherwise agreed in writing with the Company; and
- 5.3.8 unless otherwise expressly stated in this Contract as part of the Services provided by the Company, be responsible for the creation and ongoing management of the Gold Build Image.

6 EXCLUSIONS

6.1 Non-critical Patches that are required outside the standard monthly patch cycle for critical and security Patches (including feature upgrades and updates) and/or Major version upgrades will be released as agreed with the Customer as additional Services on a chargeable basis.

6.2 The Company does not guarantee the effectiveness of any Virus Definitions. The Company is not responsible for the Virus Definitions not including a specific Virus.

6.3 The Desktop Management Services do not include requests for product training or technical consulting.

6.4 The Desktop Management Services are provided on the basis that the Supported Software are the current versions supported by the Vendors. Where this is not the case support may be provided on a reasonable endeavours basis.

6.5 The Company will have no liability (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise) for any failure to provide the Desktop Management Services, to the extent caused by any interruption or failure of the Desktop Management Services arising directly or indirectly as a result of any of the following circumstances set out in this paragraph 6.5:

- 6.5.1 any act or omission of the Customer, its agents, representatives or users;
- 6.5.2 as a result of any delay or failure by the Customer to provide or otherwise comply with the Customer Obligations;
- 6.5.3 the Customer's failure or delay in complying with the Company's reasonable instructions;
- 6.5.4 any modifications or customisation of the Supported Software not authorised in writing by the Vendor, including but not be limited to changes to the logical or physical database schema for the Supported Software, changes to the disk layout and configuration, and/or hand-modified changes to the data within a database;
- 6.5.5 any software other than the Supported Software;
- 6.5.6 incorrect or unauthorised use of the Supported Software and/or Managed Desktop Equipment; and/or
- 6.5.7 any unsupported programs used in conjunction with the Supported Software and/or Managed Desktop Equipment; and/or
- 6.5.8 End Users not powering on and/or not connecting the Managed Desktop Equipment to the Customer's network in order to receive any software updates (including Patches and Virus Definitions) in order to maintain compliance to relevant policies;

and the Company reserves the right to levy additional charges from the Customer on a time and materials basis in respect of any additional Services provided by the Company that have been necessitated by such matters.

7 CHARGES

7.1 The Charges for the Desktop Management Services are as identified in the Order Form.

7.2 Unless otherwise provided in the Order Form, the Company will invoice for the Charges for the Desktop Management Services monthly in advance, with the first invoice issued by the Company on or around the Commencement Date.

8 SERVICE LEVELS

The Company will provide Change Management in accordance with the applicable Service Levels set out in Specific Conditions X3 – Standard Operational Services.