

SPECIFIC CONDITIONS P4 – TEAMS MEETING ROOMS MANAGEMENT SERVICES

These Specific Conditions govern the Teams Meeting Rooms 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**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”).

1 DEFINITIONS

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

“Advance Part Replacement”	means the Services provided in accordance with paragraph 4.1;
“Alerts”	means an alert which is raised when certain thresholds are met or a change of state arises according to the parameters set out in the Teams Meeting Rooms Admin Center;
“Alert Management”	means the Services provided in accordance with paragraph 4.2;
“Device”	means Supported Equipment;
“Device Management”	means the Services provided in accordance with paragraph 4.5;
“Engineering Support”	means the Services provided in accordance with paragraph 4.6;
“Microsoft 365 Platform”	means the Microsoft 365 platform as provided by Microsoft;
“Reactive Technical Support”	means the Services provided in accordance with paragraph 4.4;
“Reporting”	means the Services provided in accordance with paragraph 4.3;
“Service Option”	means the level of service specified in the Order Form as “Remote Managed” or “Remote Managed with Engineering”;
“Teams Meeting Rooms Admin Center”	means the Teams Meeting Rooms Admin Center tool as provided by Microsoft;
“Teams Meeting Rooms Management Services”	means the Services provided under these Specific Conditions; and
“Teams Meeting Rooms Platform”	means the Teams Meeting Room platform as provided by Microsoft.

1.2 All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions and/or in Specific Conditions X3.

2 COMMENCEMENT DATE

2.1 The Commencement Date of the Teams Meeting Rooms Management Services 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 Teams Meeting Rooms Management Services.

3 TERM

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

3.2 Notwithstanding anything stated to the contrary in this Contract, the Teams Meeting Rooms Management Services shall be provided for no more than five (5) years from the Commencement Date and on expiry of this period they shall automatically terminate, unless they have been terminated sooner in accordance with the Conditions, these Specific Conditions or any other express right of termination provided for in this Contract.

4 DELIVERABLES

4.1 Advance Parts Replacement

Where specified in the Order Form that the applicable Service Option is “Remote Managed” or “Remote Managed with Engineering” or where otherwise specified in the Order Form that the Company is providing Advance Parts

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Replacement the Company will receive a request from the Customer for a part replacement of Supported Equipment or diagnose such requirement;

- (a) contact the Vendor to confirm if such part of the Supported Equipment is replaceable in accordance with the Vendor's standard warranty terms and conditions;
- (b) arrange shipping of the part replacement of the Supported Equipment to the Customer Premises;
- (c) if the Service Option is Remote Managed, notify the Customer of the shipping requirements to enable the Customer to return the faulty part of the Supported Equipment to the Vendor in accordance with paragraph 5.1.10 and if the Service Option is Remote Managed with Engineering then clause 4.6.1 will apply; and
- (d) if the Supported Equipment falls outside the Vendor's warranty period provide a quotation to the Customer for the replacement of the faulty part of the Supported Equipment or a chargeable repair of such faulty part.

4.2 Alert Management

4.2.1 Where specified in the Order Form that the applicable Service Option is "Remote Managed" or "Remote Managed with Engineering" or where otherwise specified in the Order Form that the Company is providing Alert Management, the Company will:

- (a) monitor the Teams Meeting Rooms Platform in accordance with the functionality available in the Teams Meeting Rooms Admin Center and notify the Customer by email of Alerts raised by this monitoring;
- (b) record, classify, diagnose and/or resolve Alerts as applicable in order to minimise any risk to the Relevant Services; and
- (c) raise an Incident Notification for any service impacting Alerts and as soon as reasonably practicable, notify the Customer of such Incident which will be allocated a Priority Level in accordance with paragraph 9.1.

4.3 Reporting

4.3.1 Where specified in the Order Form that the applicable Service Option is "Remote Managed" or "Remote Managed with Engineering" or where otherwise specified in the Order Form that the Company is providing Reporting, the Company will:

- (a) use the functionality provided by the Teams Meeting Rooms Admin Center to create a report showing the room health information and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form;
- (b) use the functionality provided by the Teams Meeting Rooms Admin Center to create a report showing the room usage information and provide the report to the Customer on a monthly basis unless otherwise specified in the Order Form; and
- (c) base the Reporting on the Company's templated standards as available from the Teams Meeting Rooms Admin Center. Any reports required outside of that standard will incur additional charges.

4.4 Reactive Technical Support

4.4.1 Where specified in the Order Form that the applicable Service Option is "Remote Managed" or Remote Managed with Engineering" or where otherwise specified in the Order Form that the Company is providing Reactive Technical Support, the Company will:

- (a) resolve Incidents in accordance with the Incident Management process;
- (b) investigate Problems in accordance with the Problem Management process; and
- (c) implement Changes in accordance with the Change Management process.

4.5 Device Management

4.5.1 Where specified in the Order Form that the applicable Service Option is "Remote Managed" or Remote Managed with Engineering" or where otherwise specified in the Order Form that the Company is providing Device Management, the Company will:

- (a) set up and manage application and firmware updates to the Supported Equipment in the Teams Meeting Rooms Admin Center; and
- (b) agree the management of updates with the Customer under the Change Management process.

4.6 Engineering Support

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- 4.6.1 Where specified in the Order Form that the applicable Service Option is “Remote Managed with Engineering” or where otherwise specified in the Order Form that the Company is providing Engineering Support, the Company will:
- (a) provide an on-site engineering resource to aid the resolution of Incidents;
 - (b) remove faulty Devices which have been swapped out by the attending engineer under the Advance Parts Replacement service and arrange shipping to the Vendor;
 - (c) provide an annual preventative maintenance visit; and
 - (d) provide training for up to 1 hour for each supported Device within the Minimum Term.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer will:
- 5.1.1 at all times operate and maintain the Microsoft 365 Platform and Teams Meeting Rooms Platform in a prudent manner and in accordance with the Vendor's recommendations and requirements;
 - 5.1.2 where the Supported Equipment is under a Vendor's warranty, take all steps, measures and meet all requirements (including the environmental conditions) contained in the Vendor's warranty documents and/or operating instructions and Vendor's written recommendations supplied with such Supported Equipment;
 - 5.1.3 ensure it has paid for all necessary licenses and support for the Microsoft 365 Platform and Teams Meeting Rooms Platform and promptly make available such support to the Company;
 - 5.1.4 authorise elevated rights access for Teams Meeting Rooms Admin Center to the Company's technical team;
 - 5.1.5 be responsible for ensuring compliance with the terms of any software licence agreement for the Microsoft 365 Platform and Teams Meeting Rooms Platform;
 - 5.1.6 be responsible for maintaining any dependencies required for the Microsoft 365 Platform and Teams Meeting Rooms Platform including but not limited to active directory, single sign-on and access management policies;
 - 5.1.7 provide to the Company relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order that the Company may review such request;
 - 5.1.8 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;
 - 5.1.9 supply to the Company reasonable information to aid the Vendor Replacement and Advance Parts Replacement services including but not limited to serial number, condition of Supported Equipment, reason for return, report of misuse or accident or any relevant environmental details;
 - 5.1.10 unless specified in the Order Form that the applicable Service Option is “Remote Managed with Engineering” or that the Company is providing Engineering Support, to return all Vendor Replacement and Advance Parts Replacement hardware to an address provided by the Company within 3 Business Days of the delivery of the replacement part. In the event that the Customer fails to return such hardware, the Company shall be entitled to raise an invoice for the replacement cost of such hardware;
 - 5.1.11 detail any Customer prerequisites and dependencies to the Company in advance of any attendance at the Customer Premises; and
 - 5.1.12 provide the Company, its agents and sub-contractors with access to the Customer Premises at the agreed date and time failing which the Company may charge the Customer for any failed visits.

6 EXCLUSIONS FROM THE SERVICES

- 6.1 The following are excluded from the Teams Meeting Rooms Management Services:
- 6.1.1 support and management of the Microsoft 365 Platform;
 - 6.1.2 software licenses. The Company will only deliver particular Teams Meeting Rooms Management Services where the relevant Microsoft 365 Platform and Teams Meeting Rooms Platform licenses have been purchased by the Customer;
 - 6.1.3 hardware purchased from a third party other than the Company; and
 - 6.1.4 Supported Equipment which has been repaired by a third party.

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7 GENERAL

- 7.1 Unless specified in the Order Form that the applicable Service Option is “Remote Managed with Engineering” or where otherwise specified in the Order Form that the Company is providing Engineering Support, the Teams Meeting Rooms Management Services will be provided from the Company’s sites.
- 7.2 The Company reserves the right to make reasonable adjustments to the Teams Meeting Rooms Management Services if the Vendor changes or removes any functionality which the Company relies on to deliver the Teams Meeting Rooms Management Services.
- 7.3 By accepting the Teams Meeting Rooms Management Services, the Customer warrants to the Company that it has any necessary consents to receive the Teams Meeting Rooms Management Services.

8 CHARGES AND INVOICING

- 8.1 The Charges for the Teams Meeting Rooms Management Services are as specified in the Order Form.
- 8.2 Unless otherwise indicated in the Order Form, the Charges will be invoiced annually in advance, with the first invoice issued by the Company on or around the Commencement Date and annually thereafter.

9 SERVICE LEVELS

The Company will provide Incident Management, Problem Management and Change Management in accordance with the applicable Service Levels set out in Specific Conditions X3.

9.1 Teams Meeting Rooms Management Services Priority Level

- 9.1.1 Notwithstanding anything stated to the contrary in Specific Conditions X3, Incident Priority Levels for all Teams Meeting Rooms Management Service supported Devices will be categorised and responses will be provided in accordance with the applicable Service Levels set out in Specific Conditions X3.

9.2 Advance Part Replacement

- 9.2.1 Delivery of Advance Part Replacement will be made in accordance with the following Table.

Table: Advance Part Replacement service level

Title	Advance Part Replacement	Service Level	Coverage
Part delivery	Reasonable endeavours to deliver parts on the next Business Day for all requests made by 13:00	90%	8am to 6pm on Business Days

10 REASONABLE USE

- 10.1 The Teams Meeting Rooms Management Services are provided on a ‘reasonable use’ basis, as determined by the Company.
- 10.2 If, using its reasonable judgement, the Company considers that the use of the Teams Meeting Rooms Management Services by the Customer has consistently or notably exceeded typical usage by other customers, or that an individual Reactive Technical Support request made by the Customer is not reasonable in nature, the Company may take reasonable steps to address the usage pattern. Such steps may include:
- 10.2.1 remedial work to address the root cause of the issues that are causing overuse of the Teams Meeting Rooms Management Services, such work being chargeable by the Company on a time and materials basis;
 - 10.2.2 revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;
 - 10.2.3 limiting the Customer’s use of the Teams Meeting Rooms Management Services in line with typical customer use; and/or
 - 10.2.4 change to the Teams Meeting Rooms Management Services or to a particular element of the Teams Meeting Rooms Management Services.