

SCHEDULE 4.4 – MANAGED SUPPORT SERVICES

1. APPLICATION

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

2 SERVICE DESCRIPTION

- 2.1 The Supplier shall provide the Customer with a range of managed support and services, including incident management and proactive managed support of its Customer Network and End Users, comprising of the Standard Support Services and Managed Support Services as further detailed in **Part A** and **Part B** of this Schedule, as set forth in the Order.
- 2.2 The Supplier shall, where applicable, provide the Customer with the option, subject to an additional charge, to include one or more of the Additional Services, as further detailed in paragraph 6 below in **Part B** of this Schedule and set forth in the Order.
- 2.3 The Supplier shall, where applicable and set forth in the Order, provide to the Customer additional support and management features to provide a fully Managed Service, as further detailed in **Part C** of this Schedule.

INFRASTRUCTURE AUDIT

- 2.4 Where the Supplier deems it practicable to do so, it shall undertake an Audit of the Customer Network and/or the Supported Equipment to assess the Customer's requirements and to confirm the scope of Services and the associated charges prior to the Commencement Date.
- 2.5 Where an Audit under paragraph 2.4 has not been undertaken prior to the Commencement Date, the Charges shall be based solely on the information provided to the Supplier by the Customer and the Supplier shall undertake an Audit as soon as reasonably practicable thereafter.
- 2.6 If an Audit is undertaken after the Commencement Date and the Supplier discovers that the Customer's requirements are greater than those notified to the Supplier prior to the Commencement Date, or where the Supplier deems that the Customer Network and/or the Supported Equipment is in need of repair, the Supplier shall within thirty (30) days of an Audit notify the Customer of the revised scope and associated charges.
- 2.7 The Customer shall within five (5) Working Days of receipt of the revised scope and charges, notify the Supplier in writing of its:
- 2.7.1 acceptance of the revised scope and associated charges, which shall take immediate effect;
- 2.7.2 rejection of the revised scope and associated Charges, in which case the Customer shall continue to pay the original Charges and agrees and acknowledges that the Supplier shall continue to provide the Services in respect of the Customer's requirements as notified to the Supplier prior to the Commencement Date.
- 2.8 For the avoidance of doubt, if the Customer fails to notify the Supplier in accordance with paragraph 2.7 above, then the Customer shall be deemed to have accepted the revised scope and associated charges, which shall take immediate effect

upon expiry of the notice period set out in paragraph 2.7 above.

3. CUSTOMER OBLIGATIONS

- 3.1 On and from the Commencement Date and throughout the Term, the Customer shall:
- 3.1.1 pay the Charges as and when they fall due;
- 3.1.2 make available all such facilities as the Supplier and the Supplier's Personnel reasonably require in providing the Services, including but not limited to:
- (i) direct and remote access to the Customer Network and the Supported Equipment;
- (ii) full and free access to the Site during the applicable Supported Hours; and
- (iii) provide such reasonable assistance as the Supplier may request (e.g. providing sample output and other diagnostic information)
- 3.1.3 notify the Supplier immediately upon failure of any of the Customer Network and the Supported Equipment;
- 3.1.4 ensure that the Customer Network and the Supported Equipment is compliant with Applicable Law;
- 3.1.5 ensure that proper environmental conditions are maintained for the Customer Network and the Supported Equipment and shall maintain in good condition the accommodation of the Customer Network and the Supported Equipment, the cables and fittings associated therewith and the electricity supply thereto;
- 3.1.6 keep and operate the Customer Network and the Supported Equipment in a proper and prudent manner, in accordance with the manufacturer's operating instructions, and ensure that only competent trained employees (or persons under their supervision) are allowed to access the Customer Network and the Supported Equipment;
- 3.1.7 provide a secure, continuous power supply at the Site(s) for the operation of the Customer Network and Supported Equipment at such points with such connections at the Supplier specifies, and in order to mitigate any interruption to the Customer Network, its End Users and the Supported Equipment resulting from failure of the primary power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
- 3.1.8 ensure that all data held on the Customer Network and Supported Equipment is adequately backed up and keep full security copies of the Customer's programs, data bases and computer records and maintain a disaster recovery process;
- 3.1.9 be responsible for data cleaning, the integrity of any data provided to the Supplier and for all direct and indirect consequences of any errors in such data;
- 3.1.10 put in place and maintain up to date security measures to protect the Customer Network and Supported Equipment from viruses, harmful code, malicious damage and unauthorised direct and remote access to the Customer Network and Supported Equipment in accordance with Good Industry Practice;

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- 3.1.11 save as set out in paragraph 3.1.12 below, not attempt to adjust, modify, configure, repair or maintain the Customer Network and/or Supported Equipment and shall not request, permit or authorise anyone other than the Supplier to carry out any adjustments, modifications, configurations, repairs or maintenance of the Customer Network and/or Supported Equipment;
 - 3.1.12 ensure that the external surfaces of the Supported Equipment are kept clean and in good condition and shall carry out any minor maintenance recommended by the Supplier from time to time;
 - 3.1.13 procure and maintain all relevant Licence Agreements and other licences and consents and, always comply with the terms of the relevant Licence Agreements and other licences and consents and all Applicable Law; and
 - 3.1.14 inform the Supplier, in writing, of all health and safety rules and regulations and any other reasonable security requirements in place at the Customer Site(s), including any updates from time to time, and take all reasonable steps to protect the health and safety of the Supplier's Personnel whilst at the Customer's Site(s).
- 3.2 The Customer shall promptly implement recommendations by the Supplier in respect to remedial actions, whether prior to or following an Incident and confirms that it owns or will obtain valid Licence Agreements for all Software which are necessary to grant the Supplier access to and use of the Software for the purpose of fulfilling its obligations under this Schedule.
- 3.3 The Customer shall inform the Supplier of any changes to its applications, underlying Operating System and/or maintenance and support on services not provided by the Supplier, which may affect the validity of the data to be obtained by the Supplier during an Audit.
- 3.4 The Supplier reserves the right, subject to providing the Customer with reasonable notice, to undertake a further Audit of the Customer Network and Supported Equipment, on an annual basis during the Term of this Agreement.

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4. PART A – STANDARD SUPPORT SERVICES

- 4.1 The Supplier shall provide the Customer with the following;
- 4.1.1 access to MyPortal;
 - 4.1.2 contact details for the Service Desk;
 - 4.1.3 provide Incident Management support in accordance with paragraphs 4.9 to 4.13 below;
 - 4.1.4 use reasonable endeavours to remedy an Incident and in accordance with the relevant Service Level using remote support; and
 - 4.1.5 subject to paragraphs 4.18 to 4.19, facilitate on behalf of the Customer, any claim made under a Third-Party Supplier warranty and/or support contract

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

MYPORTAL

- 4.2 The Supplier’s service management system is essential to the provision of the Services and is designed to provide the Customer with important information about its account, systems and services.
- 4.3 My Portal enables the self service management of the Services providing, status updates and responses to assist in the monitoring and reporting of the Customer Network and Supported Equipment.
- 4.4 The Supplier shall provide to the Customer’s designated administrator a unique login ID and password to access the Customer’s account in MyPortal. As a designated administrator, access to MyPortal can be enabled for others, including control of areas and level of access, where required.

SERVICE DESK

- 4.5 The Service Desk provides a single point of contact for all Customer enquiries or queries raised by MyPortal, email or telephone and the logging of all Incidents within the Supplier’s service management system.
- 4.6 The Service Desk will provide support to the Customer during the Standard Support Hours, or where applicable, the relevant Support Hours as set out in the Order, where not specified the Standard Support Hours shall apply.
- 4.7 The Customer must when contacting the Service Desk provide, where available, details of the following:
- 4.7.1 contract number;
 - 4.7.2 serial number or make and model;
 - 4.7.3 details of Supported Equipment;
 - 4.7.4 Customer contact information; and
 - 4.7.5 full description of the problem including Software being used and any error messages.

SUPPORT HOURS

- 4.8 From the Commencement Date, the Supplier shall provide the Service(s) in accordance with the Support Hours selected by the Customer, subject to an additional charge, to extend the Standard Support Hours and as set out in the Order, as further described below;

	DAYS	HOURS	BANK HOLIDAYS
Standard Support	Mon – Fri	08:00 to 18:00 Hrs	Excluded

Advanced Support	Mon – Fri	07:00 to 19:00 Hrs	Excluded
Premium Support	Mon – Sun	24 Hrs	Included

INCIDENT MANAGEMENT

- 4.9 Where the Customer notifies the Supplier of an Incident in relation to the Customer Network and/or Supported Equipment, the Supplier shall log, process and manage Incidents through its Service Desk.
- 4.10 The Service Desk undertakes the following:
- 4.10.1 single point of contact for all requests;
 - 4.10.2 escalation through 1st, 2nd and 3rd line support Engineer; and
 - 4.10.3 Incident Management through to Resolution where possible;
 - 4.10.4 remote Resolution of Incidents, where possible;
 - 4.10.5 on Site Resolution of Incidents, where applicable; and
 - 4.10.6 Third Party Supplier escalation, where applicable.
- in accordance with the Incident Management process and applicable Service Levels, provided always that the Incident is not within any of the Excluded Events or is outside of the scope of the Services as further detailed in paragraph 5.14 below.
- 4.11 All Incident resolutions are verified with the Customer and/or its End Users in accordance with ITIL Methodology, before the Incident is deemed Resolved.
- 4.12 For all Incidents in relation to:
- 4.12.1 Excluded Events;
 - 4.12.2 additional items not listed as Supported Equipment; or
 - 4.12.3 where support is deemed outside of the scope of the Services

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

- 4.13 Incidents referred to in paragraph 4.12 above, shall not be counted or considered in relation to the performance of any Service Levels.

REMOTE SUPPORT

- 4.14 The Service Desk shall provide remote assistance using a non-invasive web and LAN based remote access toolkit reducing the requirement for local, desk side visits.
- 4.15 The Service Desk will aim to resolve Incidents at first line, where this is not possible, the Incident will be escalated to the appropriate 2nd / 3rd line subject matter expert in accordance with the Incident Management process.
- 4.16 Except where the Supplier deems necessary, attendance at Site of an Engineer is not included within the Standard Support Services.
- 4.17 If the Customer requests an Engineer to attend Site, this shall be subject to the Standard Schedule of Rates applicable at the time and will be charged separately on a time and materials basis.

THIRD PARTY WARRANTY SUPPORT

- 4.18 Where the Supported Equipment has a valid Third-Party Supplier warranty and/or support contract in place, the

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Supplier shall facilitate on behalf of the Customer any claim made under the Third-Party Supplier warranty and/or support contract, in respect of an Incident identified and logged in accordance with paragraph 4.10 above.

- 4.19 Where the Supported Equipment does not have a valid Third-Party Supplier warranty or support contract, or the Third Party Supplier no longer provides appropriate support, the Supplier shall use reasonable endeavours to respond to an Incident, and the Customer shall be liable for time spent, costs and expenses incurred by the Supplier which shall be charged in accordance with its standard hourly rates and Tariffs.

ESCALATION SUPPORT

- 4.20 The Supplier may at the option of the Customer, provide Escalation Support only to compliment the Customer's current support environment, which may include one of the following options:

4.20.1 1st Line Escalation Support – the Service Desk will perform the basic triage, identification and primary actions for any Incident and then escalate to either the Customer or a Third Party Supplier, or;

4.20.2 3rd Line Escalation Support – the Customer shall remain responsible for all 1st line and 2nd line support and shall, where applicable escalate Incidents to the Supplier via its Service Desk to assist in the escalation of 3rd line support to a Third Party Supplier

as further detailed in **Annex 3**.

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5. PART B – MANAGED SUPPORT SERVICES

5.1 Where stated on the Order, the Supplier shall provide the Customer with the Standard Support Services as set out in **Part A** of this Schedule, together with one or more of the following options:

- 5.1.1 System Monitoring and Alerts;
- 5.1.2 Network Infrastructure Support; or
- 5.1.3 End User Support

as further detailed in **Part B** of this Schedule and hereinafter defined as “**Managed Support Services**”.

SYSTEM MONITORING AND ALERTS

5.2 The Supplier shall provide real-time monitoring with intelligent alerting, subject to the mandatory installation of the Supplier’s preferred RMM Platform.

5.3 The Supported Equipment will be installed with RMM Agents to monitor and help manage the current state at any time, with data from the Customer Network being securely passed between the Supported Equipment and the RMM Platform and displayed for the Supplier to action or escalate as appropriate.

5.4 Each RMM Agent installed is responsible for monitoring the following details on the Customer Network and Supported Equipment as standard, as well as collecting performance data on the following metrics for reporting purposes:

- 5.4.1 Disc Space Performance – capacity, capacity forecasting, bottlenecking, disc read/write access;
- 5.4.2 CPU Performance – usage, forecasted usage, CPU leak, breach of threshold;
- 5.4.3 Memory Performance – breach of threshold, usage and forecasting, bottlenecking, paging and swap;
- 5.4.4 Event Log Management – application, security and system, and;
- 5.4.5 Operating System Monitoring – current status

5.5 The Supplier shall agree with the Customer criticality and business impact for the Customer Network and Supported Equipment, which will be stored within the RMM Platform for reference by the Service Desk, with required actions and escalation procedures based upon the agreed criteria also agreed and stored on the RMM Platform for reference.

5.6 Any changes or additions to the monitoring requirements shall be made by agreement between the Supplier and the Customer in accordance with the Change control process. A monitoring schedule change shall be undertaken within five (5) Working Days of the request.

NETWORK INFRASTRUCTURE SUPPORT

5.7 The Supplier shall, where applicable, provide the Customer with full Incident lifecycle support of the Customer Network and Supported Equipment which is used by the Customer to support its normal business operations, including one or more of the following options:

- 5.7.1 Hardware – maintain and deliver support in accordance with the Service Levels on applicable Supported Equipment, subject to a valid Third-Party Supplier warranty or support contract, and;
- 5.7.2 Operating System Software – maintain and deliver support in accordance with the Service Levels on applicable Operating System Software, subject to a valid License Agreement

where appropriate and as set out in the Order. The services set out in this paragraph 5.7 may be supplied alongside End User Support or as standalone service.

5.8 Support is focused on the active monitoring and care of the Customer Network and Supported Equipment on which the Customer and the End Users rely upon, through the RMM Platform (subject to the installation of RMM Agents) and is predominately delivered with remote support sessions by use of remote access tools, which enable the Supplier to monitor and alert on various metrics.

5.9 The Operating System Software currently supported by the Supplier are as follows:

- 5.9.1 Microsoft server operating systems within standard or extended support as further defined at <https://support.microsoft.com/en-us/lifecycle/selectindex>;
- 5.9.2 any systems deployed via the Supplier and with a valid Third Party Supplier warranty;
- 5.9.3 any of the Supplier’s products and services purchased by the Customer and as set out in the Order.

END USER SUPPORT

5.10 The Supplier shall, where applicable, provide support to the Customer focused on the End Users and their Devices which is tailored to provide resolutions to everyday Incidents and to enable End Users to access their Applications and Operating System including the following options:

- 5.10.1 Devices – maintain and deliver support in accordance with the Service Levels on applicable Devices, subject to a valid Third-Party Supplier warranty or support contract, and;
- 5.10.2 Application Software – provide troubleshooting support to identify accessibility or functional problems, with appropriate escalation, in accordance with the Service Levels on applicable Applications, subject to a valid Licence Agreement

where appropriate and as set out in the Order. The services set out in this paragraph 5.10 may be supplied alongside Network Infrastructure Support, Additional Services or as standalone service.

5.11 Support is focused on the active monitoring and care of the Devices on which the Customer and the End Users rely upon, through the RMM Platform (subject to the installation of RMM Agents) and is predominately delivered with remote support sessions by use of remote access tools, which enable the Supplier to monitor and alert on various metrics.

5.12 The Operating System supported by the Supplier as follows:

- 5.12.1 Microsoft windows desktop operating system within standard or extended support as further defined at <https://support.microsoft.com/en-us/lifecycle/selectindex>;
- 5.12.2 Apple Mac OS, current supported version from the Third Party Supplier;
- 5.12.3 other Operating Systems as further detailed in the relevant Order.

5.13 The following Applications (where installed upon the local Device and not streamed or cloud based), can be supported by the Supplier as follows:

- 5.13.1 Microsoft Office applications as stated in **Schedule 3.6(A) On-Line Services**;

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- 5.13.2 any applications deployed via the Supplier and with a valid Third Party Supplier warranty;
- 5.13.3 any of the Supplier's products and services purchased by the Customer and as set out in the Order;
- 5.13.4 any other applications may be supported on a reasonable endeavours' basis, subject to an additional charge.

EXCLUSIONS

- 5.14 The Managed Support Services and the associated Charges shall not include the following:
 - 5.14.1 systems engineering services, programming, reprogramming or reconfiguration of the Supported Equipment and operating procedures to provide improved or modified services or facilities;
 - 5.14.2 development, modification or correction of any Software used in connection with the Supported Equipment or provision of the Managed Support Services;
 - 5.14.3 recovery or reconstructions of any data or programs lost or corrupted as a result of any defect in the Supported Equipment;
 - 5.14.4 electrical work external to the Supported Equipment or the support of accessories, ancillary items, including but not limited to, cabinets, infrastructure cabling or other devices not identified in the applicable Order;
 - 5.14.5 any Supported Equipment which the Supplier reasonably considers to be end of life or Beyond Repair or for which consumables, spare parts, drivers or updates are not readily available or require essential maintenance not included in the Services;
 - 5.14.6 defects in design, manufacture, installation or performance of Supported Equipment (except in relation to defects in installation, where the Supplier has carried out installation of the Supported Equipment);
 - 5.14.7 supply of consumables and/or spare parts unless otherwise agreed in writing by the Supplier;
 - 5.14.8 maintenance or repair of any power supply (including without limitation, any battery back-up and/or uninterrupted power supply) to the Supported Equipment; and
 - 5.14.9 all Change Requests as further detailed in paragraph 9 below.
- 5.15 If the Supplier does agree to undertake any of the services set out in paragraph 5.14 above, the Supplier shall charge the Customer for providing such services, which shall be calculated in accordance with the Supplier's Standard Schedule of Rates, applicable at the time, together with any replacement parts and other costs and expenses reasonably incurred. Such services shall not be counted or considered in relation to performance of any Service Levels.

6. ADDITIONAL SERVICES

- 6.1 Where stated on the Order, the Supplier shall provide the Customer with one or more of the following:
 - 6.1.1 Anti-Virus Support
 - 6.1.2 Patch Management
 - 6.1.3 Back Up Management

- 6.1.4 Technical Attendance
- 6.1.5 Professional Services

hereinafter defined as "Additional Services".

ANTI-VIRUS SUPPORT

- 6.2 The Supplier shall, where specified in the Order, provide monitoring and support services for all Incidents relating to anti-virus Software provided by the Supplier or where prior agreement with the Supplier, the Customer's legacy anti-virus software, as set out in the applicable Order.
- 6.3 The Supplier requires remote monitoring and access to the anti-virus software installed on the Customer Network and Supported Equipment through its RMM Platform to ensure that the anti-virus software definition files are updated on a regular basis as required.
- 6.4 The Supplier shall maintain and deliver support in accordance with paragraph 6.2 above and the Service Levels, with Incidents being managed through the Service Desk with anti-virus software configured to automatically update definition files. Updates to the anti-virus software is excluded and all updates shall be subject to a Change Request.

PATCH MANAGEMENT

- 6.5 The Supplier's remote patch management service provides comprehensive proactive service across the Customer Network and Supported Equipment using its RMM Platform, which provides real time monitoring of Customer Network and Supported Equipment to ensure that applicable patches/updates are being used.
- 6.6 Hardware drivers, firmware and associated management Software updates are outside of the scope of patch management services.
- 6.7 The Supplier recommends that updates are applied to keep the Customer Network within Third Party Supplier's supported versions and the Customer can request the Supplier to undertake an infrastructure health check at any time during the Term, subject to an additional charge to the Customer.
- 6.8 Before any patches or updates can be applied to servers, they must have the relevant recovery procedures in place, including but not limited to a full or adequate back up of the data and Operating System. Once the server is updated, testing procedures will be carried out to validate the system and applications have not been adversely affected.
- 6.9 The Customer is responsible for ensuring the backup is in place and viable with respect to automatic patching and will report any failures to the Supplier so the effected patching schedules can be adjusted.
- 6.10 Emergency patches are subject to a Change Request and changes will be raised as and when either the Customer or the Supplier is made aware of the specific patch.
- 6.11 In the event of an error, the Supplier shall remove or roll back the patch identified as causing the problem and snapshots may be used by the Supplier to facilitate the removal but only in instances deemed necessary by the Supplier.
- 6.12 The Supplier shall support the following Operating Systems and Third-Party Supplier Software patching:

- 6.12.1 Microsoft Windows
- 6.12.2 Microsoft Office
- 6.12.3 7-Zip
- 6.12.4 Adobe AIR
- 6.12.5 Adobe Acrobat Reader DC
- 6.12.6 Adobe Flash Player

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- 6.12.7 Adobe Shockwave Player
- 6.12.8 Google Chrome
- 6.12.9 Java Runtime Environment
- 6.12.10 Mozilla Firefox
- 6.12.11 Skype for Business

within the current standard or extended support for patching of the applicable Third-Party Supplier. The Supplier reserves the right to amend this paragraph 6.12 and shall only support these products unless otherwise set forth on the relevant Order.

BACK UP SERVICES

- 6.13 The Supplier shall provide remote management, using its RMM Platform, of the Customer's on-premises, or cloud-based solution, identifying issues, remote resolution or escalation to the Customer if an Engineer is required to attend Site.
- 6.14 The Supplier shall configure the RMM Platform to monitor the Customer's back-up solution and alert the Service Desk to any anomalies, so they can be investigated and resolved as follows:
 - 6.14.1 respond to alerts generated (e.g. failed, incomplete, non-started or crashed tasks)
 - 6.14.2 resolve, remotely alert (if possible) and restart the task to maintain the integrity of the data;
 - 6.14.3 escalate to the Customer, via email, if the back-up task fails and cannot be resolved remotely;
 - 6.14.4 modify tasks to remove file types that should not be selected (e.g. temp files, MDF, LDF etc);
 - 6.14.5 produce a data protection report showing the back-ups over the month;
 - 6.14.6 provide a report from the RMM Platform detailing the number of alerts generated.
- 6.15 The back-up report can be generated monthly and is available to the Customer in MyPortal, which consists of a single document which contains a list of back-up tasks, per server, detailing success or failure.
- 6.16 Where the Supplier has agreed, to transfer, duplicate or reinstall data or information as part of the Services, these services shall be subject to a separate Order,
- 6.17 The Supplier shall not be liable for any loss or corruption of data, as the Customer agrees that it is its own responsibility to back up all data and material on relevant storage media on a regular basis in accordance with Good Industry Practice, and it is a condition of the Supplier providing the Services that the Customer complies with the terms of this paragraph 6.17.
- 6.18 The Customer's sole and exclusive remedy for any loss or corruption of data shall be for the Supplier to use reasonable endeavours to restore such data or information to the most recent, uncorrupted copy of such data which the Supplier holds.

TECHNICAL ATTENDANCE

- 6.19 The Customer shall also have the option to purchase in advance, Technical Attendance Day(s), where the Supplier will provide remote support or attendance to Site of an Engineer to carry out Elective Changes as an addition to the Managed Support Services.
- 6.20 For the avoidance of doubt, Technical Attendance Days are not applicable for Customised Changes, which will be carried out, at the Customer's request, as Professional Services in accordance with paragraph 6.21 below.

PROFESSIONAL SERVICES

- 6.21 Where the Supplier has agreed to provide Professional Services, these services shall be subject to a separate Order and will be specified and carried out in accordance with **Schedule 4.2 (Professional Services)**.

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7. PART C – MANAGED SERVICES

7.1 Where stated on the Order, the Supplier shall provide the Customer with the Standard Support Services, Managed Support Services and Additional Services as set out in **Part A** and **Part B** above, together with the following:

7.1.1 Configuration and Optimisation; and

7.1.2 Strategic Planning

hereinafter defined as “**Managed Services**”.

7.2 For the avoidance of doubt, the Managed Services shall only be provided where the Customer has taken all services as set out in **Part A** and **Part B** of this Schedule, without exception and has given the Supplier exclusive access to the Customer Network and Supported Equipment.

CONFIGURATION AND OPTIMISATION

7.3 The Supplier shall provide six (6) Technical Attendance Days per Contract Year, which is included in the Recurring Charges for the Managed Services, which may be utilised for one or more of the following tasks:

7.3.1 Configuration Management – reactive and proactive configuration and technical support of the Customer Network and Supported Equipment to ensure that the Customer Network and/or the Cloud Services works efficiently;

7.3.2 Efficiency Optimisation – monitoring of the Customer’s use of the Customer Network and/or the Cloud Services to identify efficiencies that could be made to the Customer Network and/or Cloud Services;

STRATEGIC PLANNING

7.4 The Supplier shall provide two (2) Working Days per Contract Year of Professional Services, which is included in the Recurring Charges for the Managed Services, which may be used for technical advice and design development, in accordance with **Schedule 4.2 (Professional Services)**.

7.5 Any further technical support services required outside of those included in the Recurring Charges for the Managed Services as set out above, shall be subject to the advance purchase of Technical Attendance Days in accordance with paragraphs 6.19 to 6.20 above and/or **Schedule 4.2 (Professional Services)**.

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8. UPGRADES AND ENHANCEMENTS

- 8.1 Subject to paragraph 8.4, where Upgrades are made to the Customer Network and/or Supported Equipment by the Supplier, they shall be deemed to be included in the definition of Supported Equipment and shall become subject to the terms of this Schedule for the remainder of the Term from the date of the Upgrade.
- 8.2 The Charges shall be increased to such sum as the Supplier shall require taking account of the Upgrade referred to in paragraph 8.1 above.
- 8.3 The Customer shall notify the Supplier in writing forthwith of any Upgrade made to the Customer Network and/or Supported Equipment or Software which is installed by any Third-Party Supplier.
- 8.4 Upgrades made to the Customer Network and/or Supported Equipment shall be included within the definition of Supported Equipment only after a report prepared by the Engineer of the Supplier on the effect of the Upgrade on the Customer Network and/or Supported Equipment has been produced and the Supplier has confirmed it is satisfied with the report.
- 8.5 The Supplier reserves the right, at its complete discretion, to exclude any such third-party Upgrades from becoming subject to the terms of this Schedule.
- 8.6 The inspection and report referred to in paragraph 8.4 shall be charged to the Customer at the rate specified by the Supplier from time to time and shall be paid in addition to the Charges referred to in paragraph 10 below.

9. CHANGE MANAGEMENT

- 9.1 The Supplier upon request by the Customer can undertake Change Requests and will manage all changes covered under the Services from scoping to release and testing in accordance with the Change Request process.
- 9.2 The Customer shall submit a Change Request through the Service Desk, subject to additional charges as follows:
- 9.2.1 Elective Changes on a fixed cost basis for common changes that do not require a detailed scope of works;
- 9.2.2 Customised Changes are specific to the Customer and are scoped on a case-by-case basis with the Customer being charged on a time and materials basis;
- 9.3 All Elective Changes are completed on a time/materials basis and charged to the Customer as per the Supplier's Standard Schedule of Rates.
- 9.4 The Customer may also purchase, at the Commencement Date, a specific quantity of Technical Attendance Days which will be set out in the applicable Order.
- 9.5 For the avoidance of doubt, Customised Changes under paragraph 9.2.2 above shall be outside of the scope and terms of this Schedule and subject to a separate Order, will be specified and carried out in accordance with **Schedule 4.2 (Professional Services)**.

10. CHARGES AND PAYMENT

- 10.1 The Supplier shall invoice the Customer for the Charges for the Services as set out in paragraph 10.2 in the amounts specified in the applicable Order.
- 10.2 Unless stated otherwise in the applicable Order, the Supplier shall invoice the Customer as follows:

- 10.2.1 Installation Charges, on or after the Commencement Date;
- 10.2.2 Recurring Charges annually in advance;
- 10.2.3 Licence Fees annually in advance;
- 10.2.4 Additional Charges monthly in arrears;
- 10.2.5 any charges for Hardware, Devices and/or Software at the time of delivery of such Hardware, Devices and/or Software;
- 10.2.6 all reasonable and properly incurred expenses, including but not limited to travel and other out of pocket expenses;
- 10.2.7 reasonable time spent by the Engineer(s) in travelling, where the distance travelled is further than 35 miles from the Chess Office closest to the geographical location of the Customer Site; and
- 10.2.8 any Termination Charges upon termination of the Services.

hereinafter defined as **"Charges"**.

- 10.3 The Customer acknowledges and agrees that Licence Agreements can take up to sixty (60) days to be processed with the Third-Party Supplier.
- 10.4 Additional Charges shall be invoiced in arrears at the end of the month in which the Additional Charges are incurred, together with replacement parts and any other expenses and costs reasonably incurred.
- 10.5 The Supplier shall have the right to invoice Additional Charges to the Customer for any expenses and costs reasonably incurred under paragraphs 5.14 and 11, or where the Supplier upon investigation an Incident is caused by something which the Supplier is not responsible for under this Schedule.
- 10.6 Unless otherwise stated in the Order, the Customer shall pay, by direct debit, each undisputed invoice (or such undisputed part thereof) within seven (7) days of the date of the invoice without any set-off or deduction.
- 10.7 Where the Customer in good faith disputes the Charges, the Customer shall notify the Supplier in writing within seven (7) days of the date of the invoice, in accordance with clause 6.17 of the General Conditions.
- 10.8 All Charges payable under this Schedule are exclusive of VAT which shall be paid by the Customer at the rate and in the manner prescribed by law.
- 10.9 If in the opinion of the Supplier, the Services are required by the Customer as a result of any misuse or neglect of, or accident to the Customer Network and/or Supported Equipment or due to the Customer not adhering to paragraph 3, or other third-party hardware problems, the Supplier reserves the right to charge an additional fee in relation to the provision of the Services.
- 10.10 The Supplier reserves the right to charge the Customer an Additional Charge for an Incident where Supported Equipment has been moved to a new location and not installed by the Supplier, if the Supplier reasonably determined that the problem was caused by the transportation or re-installation of the Supported Equipment.

11. EXCLUSIONS

- 11.1 Notwithstanding any other provision of this Schedule, the Supplier shall not be obliged to perform or provide the Services in one or more of the following circumstances:

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- 11.1.1 the Customer is in breach of its obligations under paragraph 3 above or is in material breach of this Agreement;
- 11.1.2 negligence of the Customer or its End Users or the improper use by the Customer or its End Users of the Customer Network and/or Supported Equipment;
- 11.1.3 damage to the Supported Equipment resulting from accident, transportation or relocation, neglect, misuse or causes other than ordinary use (including but not limited to, failure to observe any instructions supplied by the manufacturer regarding the operation and maintenance) of the Supported Equipment;
- 11.1.4 damage caused by consumable items such as recording materials, machine stationary, ribbons, media, laser drum, toner, printer cartridges, paper trays, platen knobs, fuses, batteries, print heads, cathode ray tubes, switch boxes, power adaptor blocks or any other item considered to be a consumable by the Supplier;
- 11.1.5 damage caused by the use of non-manufacturer approved consumables, where this results in abnormal wear or damage to the Supported Equipment;
- 11.1.6 damage caused by virus attacks or failure due to any unauthorised third party Software;
- 11.1.7 alteration, modification, repair or maintenance of the Customer Network and/or Supported Equipment by any person other than the Supplier or its approved Third Party Supplier;
- 11.1.8 the Supported Equipment is removed from Site without the prior written approval of the Supplier;
- 11.1.9 insufficient or improper access to the Customer Network and/or Supported Equipment;
- 11.1.10 failure or fluctuations in electrical power supply and/or unsatisfactory environmental conditions which do not meet manufacturers requirements;
- 11.1.11 where the Customer's own insurance covers the accidental or malicious damage to the Supported Equipment and costs relating to the Supported Equipment; and
- 11.1.12 damage to the Customer Network and/or Supported Equipment due to accidental damage, theft, vandalism or a Force Majeure Event.
- 11.2 Where the Supplier is called out in connection with any of the matters referred to in paragraph 11.1 or where the Supplier determines that the call was not warranted, the Supplier has the right to charge the Customer for time spent, any expenses and costs reasonably incurred as Additional Charges.
- 11.3 For the avoidance of doubt, the excluded events as listed in paragraph 11.1 above shall not be counted or considered in relation to the performance of any Service Levels.
- 12. LIABILITY**
- 12.1 Subject to paragraph 12.2 below, the Supplier shall not be liable for any loss or damage sustained or incurred by the Customer, its End Users, or any third party (including without limitation any loss or use of the Supported Equipment or loss or corruption of the Customer's programs or data) resulting from any breakdown of or fault in the Supported Equipment or inherent or pre-existing defects in the Supported Equipment, unless such a breakdown or fault is caused by the negligence or wilful misconduct of the Supplier, its employees, agents or sub-contractors or to the extent that such loss or damage arises from any unreasonable delay by the Supplier in providing the Services and then only to the extent not otherwise excluded by this Schedule.
- 12.2 The Customer shall indemnify the Supplier and keep the Supplier fully and effectively indemnified in full on demand against all costs, charges, damages and or any losses sustained or incurred by it arising directly or indirectly from the Customer's failure to perform or delay in the performance of its obligations under this Schedule or from any fraudulent or negligent act or omission or wilful misconduct of the Customer, its End Users, employees, agents or subcontractors.
- 12.3 Subject to clause 9 of the **General Conditions** (except clause 9.4 which is superseded by this paragraph 12.3), the maximum liability of the Supplier, in tort, contract or otherwise arising out of or in connection with the performance of its obligations under this Schedule shall be limited in aggregate to a sum equal to:
- 12.3.1 the Charges payable under this Schedule during the calendar year in which the relevant claim arises; or
- 12.3.2 Five Hundred Thousand Pounds (£500,000) whichever is the higher.
- 12.4 The Supplier shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up to date security copies of the computer programs and data it uses in accordance with Good Industry Practice.
- 12.5 The Supplier shall not be liable for failing to perform the Services or delaying the Services hereunder by reasons of Force Majeure. If a Force Majeure event prevents the Supplier from providing the Services for more than three (3) months, the Supplier shall, without limiting its other rights and remedies, have the right to terminate this Schedule in relation to any affected Services immediately by giving written notice to the Customer.
- 13. TERMINATION**
- 13.1 This paragraph 13 is supplemental to clause 2 and 8 of the **General Conditions**. If this paragraph 13 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 13.2 The Customer may terminate the Services generally or in relation to any part of the Services at any time by giving the Supplier not less than ninety (90) days written notice prior to the end of the Minimum Term or Successive Term, such notice to take affect at the end of the Minimum Term or Successive Term.
- 13.3 The termination of one or more element of the Services shall not affect the continuing in effect of the remaining Services, including but not limited to the Supplier's obligation to perform the remaining Services and the Customer's obligation to perform its responsibilities and make payment of the Charges in accordance with this Schedule.
- 13.4 In the event of a termination pursuant to paragraph 8.1.1 of the **General Conditions**, the Customer shall not be entitled to reimbursement of any aspect of the Charges as shall have been paid in advance and relate to the Services.
- 14. GENERAL**
- 14.1 The Customer shall not, without the prior written consent of the Supplier, at any time during the Term of this Schedule nor for a period of six (6) months following its expiry or

SCHEDULE 4.4 – MANAGED SUPPORT SERVICES

termination for any reason, solicit or entice away from the Supplier or employ any person who is, or has been, engaged as an employee of the Supplier at any time during such period. Any consent given by the Supplier shall be subject to the Customer paying the Supplier a sum equivalent to one hundred per cent (100%) of the then current annual remuneration of the Supplier's employee.

- 14.2 The Customer acknowledges and agrees that TUPE shall not apply to the Services and prior to the Commencement Date, all considerations, claims, actions or otherwise have been provided to the Supplier in relation to the effects, actions or claims of any TUPE and that the Customer indemnifies in full and holds the Supplier harmless of any such actions or claims of TUPE against the Supplier for business transfers or service provision changes for the Term of this Schedule and for a period of six (6) months following expiry or termination of this Schedule.

ANNEX 1 - DEFINITIONS

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

Additional Services shall have the meaning given to it in paragraph 6;

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

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

Audit means the infrastructure audit as further detailed in paragraphs 2.4 to 2.8;

Beyond Repair means where the Customer Network and/or Supported Equipment is at the end of its normal, useful working life, for which parts are no longer reasonably, commercially available or which is beyond economical repair;

Change Request means a formal request to change, modify or alter the Services provided by the Supplier to the Customer as set forth in the applicable Order;

Charges has the meaning given to it in paragraph 10.2;

Contract Year means a period of twelve (12) months from the Commencement Date and/or any subsequent anniversary of the Commencement Date;

Customer Equipment means any equipment including purchased Hardware, Devices and Software used by the Customer in connection with the provision of the Services;

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

Customised Changes has the meaning given to it in paragraph 9.2.2;

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

Elective Changes has the meaning given to it in paragraph 9.2.1;

Equipment means the Supported Equipment and any additions and changes as shall from time to time be agreed in writing between the parties;

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

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

Escalation Support shall have the meaning given to it in paragraph 4.20 and Annex 3;

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

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

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

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

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

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

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

ITIL Methodology means a set of IT Service Management practices that focuses on aligning IT services with the needs of business;

Installation Charges means the charges in relation to the installation of the Services or any Customer Equipment as applicable;

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

Licence Fees means the charges associated with the use of the Software, by the purchase of a Licence Agreement;

Managed Services means the Services to be provided by the Supplier as further defined in **Part C** of this Schedule;

Managed Support Services means the services to be provided by the Supplier as further defined in **Part B** of this Schedule;

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

Operating System means system software that manages computer hardware, software resources, and provides common services for computer programs;

Order means an order issued by the Supplier to the Customer for the provision of the Services;

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

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

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

Recurring Charges means the Charges for the Services, or applicable part of the Services, including but not limited to the Standard Support Services, Managed Support Services and/or Managed Services, which are invoiced repeatedly in every billing period as set out in the Order;

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

Services means the Standard Support Services, Managed Support Services, Additional Services and Managed Services, where applicable;

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

Service Levels means the relevant Service Level targets as further defined in Annex 2 of this Schedule;

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

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

ANNEX 1 - DEFINITIONS

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

Standard Support Services means the standard support service as further defined in **Part A** of this Schedule;

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

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

Supported Equipment means the list of Customer Equipment, Hardware and/or Software as further detailed in the relevant Order in respect of which the Supplier shall provide the Services in accordance with this Schedule;

Technical Attendance Days means where an Engineer attends Site to carry out Elective Changes during Standard Support Hours, excluding consumables and spare parts;

Term means the Minimum Term as set forth in the applicable Order, together with any Successive Term;

Termination Charges mean any compensatory charges payable by the Customer to the Supplier upon termination of this Agreement, in whole or part, in accordance with clause 8.7 of the General Conditions and as set out in the applicable Order, or if not specified then an amount equal to 100% of the Recurring Charges for all remaining months for the Minimum Term, together with any waived one-off charges or Installation Charges;

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

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

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

Upgrades means an enhancement to features or capabilities or performance of the Customer Network and/or Supported Equipment, such as the addition of memory, co-processors, optional cards, manufacturers modifications or any other changes to the technical specifications or configuration of the Customer Network and/or Supported Equipment;

ANNEX 2 – INCIDENT MANAGEMENT PROCESS

1. INCIDENT IDENTIFICATION

- 1.1 The Customer shall report an Incident to the Service Desk as soon as reasonably practicable by telephone, email or MyPortal and tickets generated automatically, via the web/email function or manually inputted by the Supplier will be processed by the Service Desk.
- 1.2 The Supplier shall identify and classify if a request submitted to the Service Desk is either (i) an Incident or (ii) a Change Request as defined in Annex 1. All Incidents shall be managed in accordance with this Annex 2.
- 1.3 Where a request is deemed by the Supplier to be a Change request, the provisions of paragraph 9 of this Schedule 4.4 shall apply and unless otherwise stated in the Order, all Change Requests shall be chargeable to the Customer.

2. PRIORITY CLASSIFICATION

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

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

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

3. INVESTIGATION AND DIAGNOSIS

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

- 3.2 The Service Desk will then attempt to resolve or direct the Incident to the appropriate service team, which may include Escalation Support.
- 3.3 Escalation Support will include the transfer of a ticket to the appropriate service team, be that 2nd/3rd line field based Engineers for on Site attendance, billing or provisioning or another internal team and/or Third Party Suppliers. For Change Requests this may also include account management.
- 3.4 Throughout the Incident or Change Request, updates, notes and where appropriate log files and images will be placed on MyPortal. The status of an Incident or Change Request will change depending on the current actions required.
- 3.5 If an Incident or Change Request requires input from the Customer, the ticket will be placed in a deferred state until a response is received.

4. RESOLUTION AND CLOSURE

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

5. SERVICE LEVELS

- 5.1 The Supplier shall use its reasonable endeavours to ensure that response times to the Customer's notification of an Incident are not more than:

PRIORITY LEVEL	CATEGORY	RESPONSE TARGET ¹ (NORMAL WORKING HOURS)
Priority 1	Critical	1 Hour
Priority 2	Major	4 Hours
Priority 3	Minor	8 Hours
Priority 6	Minor	5 Working Days

1. calculated from receipt of notification of Incident by Supplier

- 5.2 The response targets in paragraph 5.1 above are standard response targets. Where the Supplier has agreed specific response targets with a Customer, these shall be set out in the relevant Order.

ANNEX 3 - ESCALATION SUPPORT

1. 1st LINE ESCALATION SUPPORT

1.1 The Supplier shall provide to the Customer 1st line support, including the collation, checks and triage of Incidents by the Service Desk, with actions taken deemed to be moderate impact, low risk activities and dealt with as follows:

1.1.1 collecting the inbound request from the Customer via either My Portal or an inbound call to the Service Desk;

1.1.2 confirming the name, location, contact details of the End User reporting, are complete (including Data Protection checks completed for phone-based incidents);

1.1.3 confirming the specific details of the request are complete, and;

1.1.4 assigning a priority status in accordance with paragraph 2 of Annex 2

following the above, the Service Desk shall confirm if an action plan can be written for the request and if it can, then the ticket will be actions identified.

1.2 If the action plan fails to resolve the Incident, requires an Engineer on Site, a plan cannot be written or committed to (due to knowledge or access), the ticket will be escalated to the Supplier's customer service team (or nominated contact) to proceed with the initial request and resolve.

2. 3rd LINE ESCALATION SUPPORT

2.1 Where escalated tickets that have been logged and triaged by the Customer, then escalated to the Supplier via the Service Desk, due to unsuccessful resolution via the Customer's internal service team, the following must have been completed by the Customer prior to escalation:

2.1.1 all steps in paragraph 1 above have been documented in respect of 1st line escalation support;

2.1.2 document and supply all actions taken by the Customer's 2nd line or escalated service team;

2.1.3 document and supply all logs, screen shots, supporting information, and;

2.1.4 ensure that the documented priority for the Incident as stated in 1st line escalation is still current and correct

upon acceptance of the request by the Supplier, the Service Desk will review and manage the Incident.

2.2 The Supplier shall communicate with the Customer's service team or nominated contact to the point of Resolution of the Incident.

2.3 Where required the Service Desk will call upon the Customer's service team or nominated contact to complete local actions, where appropriate.