

# Managed Services & Maintenance Terms and Conditions

## 1 INTERPRETATION

- 1.1 In these terms and conditions ("Conditions"), words and expressions shall have the same meanings as assigned to them in FLUIDONE LIMITED Terms of Business, except or as additionally detailed below:

|   |   |
|---|---|
| "Fix"                                     | means that the Customer equipment is returned to service;   |
| "Minimum Term"                            | means a period of 12 months from the Operational Service Date, except where otherwise specified in the Service Contract;  |
| "Incident"                                | means an unplanned interruption to a Service or reduction in quality of a Service, as measured against its specified performance  |
| "Maintenance"                             | means the hardware replacement/repair service as detailed in these Conditions carried out by FLUIDONE LIMITED for a Customer in accordance with a Service Contract  |
| "Managed Services"                        | means the Services detailed in these Conditions carried out by FLUIDONE LIMITED for a Customer in accordance with a Service Contract;   |
| "MAC"                                     | means "moves, adds and changes" relating to the device under management   |
| "FLUIDONE LIMITED Network Change Process" | Means the mandatory process for managing the assessment, approval and implementation of changes to network which is under FLUIDONE LIMITED management. The current version is found at <a href="https://www.FluidOneLimited.co.uk/docs/scd">https://www.FluidOneLimited.co.uk/docs/scd</a>  |
| "Primary Service Hours"                   | means the hours of service set out in the applicable support package in Clause 4.1 below  |
| "Response"                                | means: <ul style="list-style-type: none"><li>• For Maintenance, the attendance of an engineer at the specified site</li><li>• For Managed Service, the acknowledgement of a report from the Customer and confirmation by FLUIDONE LIMITED that the incident is being worked upon.</li></ul> |
| "Service"                                 | means the services identified on the Order Form as defined in this Schedule.  |
| "Service Credits"                         | means compensation to which the Customer is entitled in the event that FLUIDONE LIMITED fails to meet identified service levels detailed in clause 7.12.  |
| "Support Class"                           | means a set of functional services provided by FLUIDONE LIMITED as described in Clause 3.1.1  |

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2 SCOPE

- 2.1 These terms and conditions represent Service Specific Terms and Conditions for the supply of Managed Services and Maintenance by FLUIDONE LIMITED ("**Conditions**").
- 2.2 Service Contracts are formed following the process described in clause 3 of the FLUIDONE LIMITED Standard Terms of Business.
- 2.3 The Services provided for a specific item of Customer Equipment will depend on:
- 2.3.1 The Support Class ordered;
- 2.3.2 Whether FLUIDONE LIMITED is responsible for the management of the configuration on the Customer Equipment;
- 2.3.3 Whether FLUIDONE LIMITED is responsible for the break-fix maintenance of the Customer Equipment.
- 2.4 The Services may also be qualified by whether a telecommunications circuit is terminated on the device, and the nature of the device itself.
- 2.5 Use of the FLUIDONE LIMITED Monitoring Portal is permitted exclusively in accordance with the Software Licence Terms and Conditions.

## 3 SUPPLY OF THE SERVICE

- 3.1 Support Classes

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## Managed Services & Maintenance Terms and Conditions

- 3.1.1 FLUIDONE LIMITED will provide the Services to the Customer indicated on the Order Form, as set out in these Conditions. The Services are characterised by the set of functional services that are provided and the Primary Service Hours within which they are accessible. With respect to functional services, the following Support Classes are available. The Support Class selected by the Customer for each device will be identified on the Order Form;

| Support Class        |
|----------------------|
| Portal Access        |
| Reactive Management  |
| Proactive Management |

- 3.1.2 The functional services provided under each Support Class are described in the following sections.

|                          |                                    | Portal Access          | Reactive Management | Proactive Management |
|--------------------------|------------------------------------|------------------------|---------------------|----------------------|
| Alerting & Monitoring    | Monitoring                         | Yes                    | No                  | Yes                  |
|                          | Alerts To Service Desk [1]         | No                     | No                  | Yes                  |
|                          | Alerts To Customer                 | Option 7 [4]           | No                  | No                   |
|                          | Customer Portal                    | Yes                    | Yes                 | Yes                  |
| Reporting                | SASinsight                         | Yes                    | Yes                 | Yes                  |
|                          | NetFlow Reporting [2]              | Option 4               | No                  | Option 4             |
|                          | IP SLA Reporting [2]               | Option 5               | No                  | Option 5             |
| Incident Management      | End to End Ticket Management       | No                     | Yes                 | Yes                  |
|                          | Circuit Fault Management           | No                     | Yes                 | Option 1             |
|                          | Circuit Performance Management [3] | No                     | No                  | Option 1             |
|                          | Configuration Diagnostics          | No                     | No                  | Option 2             |
|                          | Hardware Fault Management          | No                     | No                  | Option 3             |
| Problem Management       | Circuit [3]                        | No                     | Yes                 | Option 1             |
|                          | Device                             | No                     | No                  | Option 2             |
| Configuration Management | Configuration Management           | No                     | No                  | Option 2             |
| Change Management        | Carrier Network Maintenance        | No                     | Yes                 | Option 1             |
|                          | Software Management                | No                     | No                  | Option 2             |
|                          | Standard Changes                   | No                     | No                  | Option 2             |
| Additional Services      | Customer Configuration Tracking    | Option 6               | No                  | Option 6             |
|                          | Device Inventory Management        | Option at Estate Level |                     |                      |
|                          | Service Excellence Consultant      | Option at Estate Level |                     |                      |

[1] Alerts, where included, can be suspended upon customer request [2] Not available on mobile or Internet facing circuits [3] Not available on DSL, FTTC & Mobile broadband circuits & GEA/EoFTTC [4] Chargeable option

- 3.2 Necessary prerequisites for the supply of the Services for the Portal Access and Proactive Management Support Classes are:
- 3.2.1 secure network access between the Customer's devices and the FLUIDONE LIMITED network monitoring systems management link
- 3.2.2 instrumentation of the Customer's devices and their transmission of status information to FLUIDONE LIMITED systems;

## Managed Services & Maintenance Terms and Conditions

3.2.3 secure access by the Customer to the FLUIDONE LIMITED Monitoring Portal.

### 3.3 Monitoring, Alerting and Customer Reporting Portal

3.3.1 The following services are provided within each Support Class

| Support Class        | Service Elements included |
|----------------------|---------------------------|
| Portal Only          | All, except Alerts        |
| Reactive Management  | None                      |
| Proactive Management | All                       |

#### 3.3.2 Monitoring

FLUIDONE LIMITED will provide remote monitoring of all equipment covered by the Service Contract within the Primary Service Hours, utilising ICMP and SNMP protocols. Status information from this monitoring will be made available via the Customer Reporting Portal. The information monitored and displayed will depend on what is made available by the device in question.

#### 3.3.3 Alerts

When a device is detected as being unavailable, the monitoring platform will send alerts to the Service Desk for action if Proactive Management has been selected on the Order Form. If Portal Access has been selected, and as an optional chargeable service, alerts can trigger email notification to a designated Customer contact.

#### 3.3.4 Customer Reporting Portal

Customer will be provided with access to a web portal that provides, subject to the support class selected;

- **Real-time Service Monitoring:** Instant viewing of device availability, response times and recording of Key Performance Indicators to improve system fault resolution and management reporting.
- **Real-time Performance Reporting:** The Customer can view their infrastructure performance in real time and set customer specific thresholds and email alerts.
- **On Line Fault Reporting:** The Customer can log or monitor faults via web interface.

#### 3.3.5 FLUIDONE LIMITED insight - Advanced Reporting Manager

FLUIDONE LIMITED will make available a dashboard and reporting tool which aggregates unstructured data from the network monitoring platform, ticketing platform and device installation programme (DIPA), as well as third party information such as Cisco's last date of service (LDOS) data. The information displayed will be limited to the scope of the Services provided by FLUIDONE LIMITED and may vary depending on the device type.

### 3.4 Incident Management

| Support Class        | Service Elements included |
|----------------------|---------------------------|
| Portal Only          | None                      |
| Reactive Management  | All                       |
| Proactive Management | All                       |

#### 3.4.1 Service Desk

- FLUIDONE LIMITED will provide a point of contact to allow Customer to report problems and faults within the Primary Service Hours identified for the hardware/software under cover ("**Service Desk**"). Faults will be dealt with as defined in 3.5 to 3.7 below.
- FLUIDONE LIMITED will provide contact details for the Service Desk at or before the start date of the contract and will notify the Customer in advance of any proposed changes to such contact details.
- FLUIDONE LIMITED will allocate a unique reference number to each fault and problem reported by the Customer. Customer's own reference number can also be recorded and associated with the fault or problem.
- In collaboration with the Customer, FLUIDONE LIMITED will classify the Customer faults according to the following criteria. The classification of the fault will determine the frequency of updates to the Customer during the life of the fault.

| Classification | Definition   |
|----------------|--|
| P1             | Severe impact or loss of entire service that cannot be circumvented and needs immediate corrective action. |
| P2             | Serious problem where service is partially interrupted or impaired and can be circumvented.                |

## Managed Services & Maintenance Terms and Conditions

| Classification | Definition  |
|----------------|---|
| P3             | Problems that do not significantly impair the functioning of the system and do not significantly affect service to customers. The fault is causing inconvenience to business operations, resulting in increased workload or reduced productivity. |
| P4             | A fault has no observable impact on production and causes minimum inconvenience and general enquiries.  |

### 3.4.2 Information Requests

- (i) FLUIDONE LIMITED will endeavour to provide responses to requests for information relating to the provided Services where such information is not readily available through the Customer Reporting Portal described in clause 3.3.
- (ii) Requests for information will be logged and responded to but will not be prioritised as described in 3.4.1 (iv) above.
- (iii) This facility is not intended and may not be used as an alternative to the use of suitably trained and experienced staff by the Customer. FLUIDONE LIMITED reserves the right to limit this service in cases of abuse.

### 3.4.3 Further Action

- (i) The Service Desk will carry out initial diagnostics on the device and/or circuit with the local assistance of the Customer.
- (ii) Certain incidents may require further information to be provided by the Customer to aid the fault identification, diagnosis and correction process. This will be requested either at the time of the initial call, or subsequently, as further analysis takes place.
- (iii) Where FLUIDONE LIMITED is not responsible for Device Management and/or Maintenance, actions to address any faults relating to these elements will need to be organised by the Customer with its chosen agent. FLUIDONE LIMITED may agree in its sole discretion to manage the incident end-to-end by interacting directly with a chosen agent if that agent is one of FLUIDONE LIMITED's existing maintenance partners.

## 3.5 Circuit Management

3.5.1 Routers may be used to terminate telecommunications circuits, which may be delivered through a mobile or fixed line network. Where the circuit is provided by FLUIDONE LIMITED, FLUIDONE LIMITED will offer the following Services for that circuit as part of Incident Management for the terminating router (or other terminating device).

### 3.5.2 Circuit Fault Management

Once initial local checks on the hardware and software have been made, the Service Desk will contact the circuit provider to investigate any issues with the circuits or any terminating equipment provided by the circuit provider. If a fault is confirmed, the Service Desk will manage the fault through to resolution of the network issues until confirming that service is restored at site.

### 3.5.3 Circuit Performance Management

Where the Customer believes that circuit performance is not as expected, the Customer may raise a ticket with the Service Desk who will coordinate with the relevant carrier the necessary actions to resolve the Customer's problem. Due to the relative instability of ADSL, FTTC, GEA and mobile network access circuits, this service does not apply to these circuit types.

### 3.5.4 Planned Engineering Maintenance

Where a circuit is covered by the Services, FLUIDONE LIMITED will manage planned engineering maintenance on that circuit in accordance with Clause 11.

## 3.6 Device Management (Optional)

Active network equipment has functionality which is enabled through internal configuration. Examples are routing tables in a router or rules in a firewall. A reported problem may be a consequence of a physical failure of the device, unexpected behaviour of the configuration, or a bug with the underlying operating software on the device. "**Device Management**" refers to responsibility for the configuration. Where Proactive Management is ordered, Device Management is available as an option.

Where Device Management is ordered for a device, FLUIDONE LIMITED will provide the following Services:

### 3.6.1 Software Diagnostics

If the issue appears to arise from a software issue, FLUIDONE LIMITED will use the information gathered from the monitoring platform or by accessing the device remotely to diagnose and resolve any internal configuration issues.

## Managed Services & Maintenance Terms and Conditions

### 3.6.2 Configuration Management Service

Copies of current and previous WAN router configurations are kept by the Service Desk to assist in change control and service restoration. The service includes:

- All Cisco WAN configurations.
- All device management access will be secured using Cisco TACACS.
- All running configurations will be archived daily
- All start up configurations will be archived weekly.
- All running and start up configurations will be archived on change.
- All configuration files are securely stored for the duration of the contract.

### 3.6.3 Add's and changes

Adds and changes to the internal configuration of devices are managed in accordance with the Change Management Process defined in Clause 6 of these Conditions.

### 3.7 Hardware Replacement Management (Optional)

In response to an Incident, once all potential software and circuit issues have been discounted, the Service Desk will manage the use of any Maintenance arranged for the device, which ordinarily would provide for sending an engineer to site with the replacement hardware in accordance with the warranty SLA. The engineer will load the last known working configuration to restore the service – provided either by FLUIDONE LIMITED (where Device Management has been ordered), or otherwise by the Customer or the Customer's agent.

Where Maintenance is procured from FLUIDONE LIMITED, the hours of cover and response time will be detailed on the Order Form on a device-by-device basis. FLUIDONE LIMITED Advance Replacement Maintenance Services are further detailed in Clause 7 of these Conditions.

Where FLUIDONE LIMITED is not responsible for Maintenance, any hardware replacement will need to be organised by the Customer with its chosen agent, and FLUIDONE LIMITED will interact with the Customer to understand the progress of this activity. The scope of the hardware replacement service provided by the Customer's agent should cover:

- Attendance of an engineer at site to replace/repair the device and reload its configuration, so restoring service
- Provision of software updates for the device
- The ability to raise support calls with the manufacturer (in the case of Cisco, this would be with the Cisco TAC)

FLUIDONE LIMITED may agree in its sole discretion to manage the replacement by interacting directly with a chosen agent if that agent is one of FLUIDONE LIMITED's existing maintenance partners.

#### 3.7.1 Service Maintenance

Where FLUIDONE LIMITED receives operating system (OS) upgrades for hardware elements under warranty provisions, these will be handled under the change management process (Clause 6) below, except where the upgrade of the OS is necessary to remedy a reported fault condition. In the latter case, the upgrade will be implemented as part of the fault resolution service (see 3.5 to 3.7 where included) without additional charge.

### 3.8 Problem Management

Problem management addresses the underlying causes that may lead to repeated incidents. FLUIDONE LIMITED selects problems to investigate based on repeated occurrences and the severity of their impact. Where problems are investigated, FLUIDONE LIMITED will:

- Gather information and metrics
- Carry out a root cause analysis
- Explore solution options
- Determine recommended solution
- Define and agree corrective action with Customer (as relevant)
- Implement solution (as planned engineering work)

### 3.9 Configuration Tracking

For Portal Access and Proactive Management, FLUIDONE LIMITED will make available the features of its remote monitoring facilities to enable configurations present in network devices to be centrally stored and any changes reported upon. Use of such facilities by the Customer will allow monitoring and reporting on configuration changes.

This facility should be used only as an adjunct by the Customer to assure the configuration management of its network elements, and Customer remains fully responsible for the security and change of the configuration of its network under this option.

### 3.10 Other Chargeable Options

#### 3.10.1 Email Alerting

## Managed Services & Maintenance Terms and Conditions

When a device is detected as being unavailable, the monitoring platform can be configured to send email alerts to a designated Customer contact.

### 3.10.2 Netflow Reporting

If identified on the Order Form, FLUIDONE LIMITED will make available a NetFlow analyser to Customer. NetFlow provides detailed network utilisation information on which users and applications are responsible for most WAN traffic. FLUIDONE LIMITED will make such traffic details presented in a graphical view available within the Customer Reporting Portal. Customers can also interrogate the data, changing timeframes and devices to understand how their applications are performing across their WAN.

For Service Classes other than Proactive Management, Customer will need to authorise access by FLUIDONE LIMITED to the device configuration to enable, or otherwise enable the facility on the device either directly or by means of a third party. Netflow Reporting is not available for Reactive Management.

### 3.10.3 IP SLA Reporting

If identified on the Order Form, FLUIDONE LIMITED can deploy IP SLA, a function of Cisco's IOS, enabling Customers to analyse a Service Level Agreement (SLA) for an IP application or service. IP SLAs use active traffic-monitoring to continuously monitor traffic across the network. Information is made available within the Customer Reporting Portal.

The implementation of IP SLA monitoring & reporting requires that the necessary licensing level has been procured for the network routers. Any upgrade of the router licencing level would represent an additional charge over and above the FLUIDONE LIMITED charge for implementing monitoring & reporting.

For Service Classes other than Proactive Management, Customer will need to authorise access by FLUIDONE LIMITED to the device configuration to enable, or otherwise enable the facility on the device either directly or by means of a third party. IP SLA Reporting is not available for Reactive Management.

### 3.10.4 Service Excellence Consultant

If the provision of the service is identified within an Order Form, FLUIDONE LIMITED will provide a Service Excellence Consultant ("SEC") responsible for reporting and measurement of service levels, including network estate performance reporting, escalation of provisioning, installation and recurring fault management. The SEC will be available during Business Days to perform the following activities (within the limits imposed by the Support Class and options selected) for the agreed Customer sites:

- (a) Additional Service Documentation.** The SEC will establish and maintain additional documentation as defined below.
- (b) Quality of Service Review.** A regular scheduled review of the Service.
- (c) Incident Escalation.** Escalating critical (to the Customer) incidents outside FLUIDONE LIMITED's automatic escalation processes.
- (d) Incident Root Cause Analysis.** For significant incidents as agreed between the Parties, the SEC will provide an analysis of the root cause of the Incident and recommendations to avoid its future reoccurrence.
- (e) Problem Management.** Identifying trends in incident occurrence and proposing remedial action to address underlying issues.
- (f) Service Levels Claims Reporting.** The SEC will provide all reasonable assistance to the Customer as appropriate or necessary for the Customer to make service level claims to any provider of elements of the network estate.

The SEC will establish and/or maintain the following standard documentation throughout the term of the Service Contract:

- (a) Management Summary on Service Quality.** Management summaries capture trend analysis covering 12 months of faults and utilizations analysis. Based on an analysis of the monthly Quality of Service reports provided under the support service, and supplemented by quality information available from other systems, the SEC will highlight any parts of the Customer's network with consistently high utilization, enabling the Customer to carry out well-informed capacity planning.
- (b) Service Handbook.** A "living document" describing all aspects of the Services together with Quality of Service Reviews and plans for improvements (with targets and performance against target).
- (c) Actions and Issues Tracker of Service.** Create, maintain and manage a tracker document highlighting and tracking service issues to closure.

### 3.11 Device-specific Features

Certain support services described above are not relevant to particular device types, or have a slightly different meaning. Such variations are described below.

#### 3.11.1 Routers

All Services are applicable to routers, which may terminate multiple circuits.

## Managed Services & Maintenance Terms and Conditions

### 3.11.2 Switches

Where switches are configured within a stack, each component switch in the stack is reported on separately within the Customer Reporting Portal.

### 3.11.3 Servers

FLUIDONE LIMITED can monitor both virtual servers and physical servers. Where the server itself can provide the necessary information, interfaces, CPUs, disk space, and temperature can be monitored and reported on through the Customer Reporting Portal and the *FLUIDONE LIMITEDinsight - Advanced Reporting Manager*.

Circuit Management and Device Management are not applicable to Servers. Netflow and IP SLA options are also not relevant.

### 3.11.4 Wireless Access Points and Controllers

Wireless Access Points are monitored through their Controller. The status of the device (working/not working) is available within the Customer Reporting Portal. More detailed information is made available through specialist applications accessible through the portal.

### 3.11.5 Firewalls

Whilst other support classes are also available, two tiers of service are available where Proactive Management and Device Configuration are selected. The Order Form will show the tier of service selected ("Tier 1" or "Tier 2"). Where no tier of service is specified, the level provided is Tier 1. For the avoidance of doubt, no support for a carrier circuit is included under the service for a Firewall.

The following additional services are provided for Firewalls, dependent on the tier of support defined in the Order Form, as listed in the table (c) below.

#### (a) Monitoring of Firewalls – Tier 2 Only

- (i) In addition to the monitoring outlined in Clause 3.3.2, the following shall also be monitored by FLUIDONE LIMITED where the Firewall is a Cisco ASA device;
  - **Site to Site VPN tunnel monitoring.** FLUIDONE LIMITED shall present a dashboard health of the site to site VPN tunnels indicating the number of configured tunnels, as outlined below
  - **User VPN Monitoring.** FLUIDONE LIMITED shall monitor the number and details of remote user connections
  - **High Availability Readiness.** FLUIDONE LIMITED will monitor the readiness of the secondary Firewall to validate that it is available for use.
  - **Optimal Configuration Monitoring.** The Service Desk will be alerted to any duplicated, shadowed or redundant access control lists, which will be removed to optimize performance.

#### (b) Configuration Management Service

- (j) Copies of current and previous Firewall configurations are kept by the Service Desk to assist in change control and service restoration. For Tier 1, these will be kept weekly. For Tier 2 the frequency will be daily. In addition, configurations will be stored on change.

#### (c) Monthly Executive Reporting

- (i) FLUIDONE LIMITED shall provide access to the Customer a monthly executive report via FLUIDONE LIMITEDinsight – Advanced Reporting Module.
- (ii) FLUIDONE LIMITED shall use all reasonable endeavours to provide access to fifteen (15) months of reporting at any one time.
- (iii) If the Order Form details the tier 2 Firewall Managed Service, Customer shall be provided with details of any change requests, included in the monthly executive report.

#### (d) Additional Services Provided by Selected Tier

The comparison of services available under each tier and their components are shown below:

| FLUIDONE LIMITED Managed Firewall Features                     | Tier 1 | Tier 2 |
|--|--------|--------|
| Remote CLI troubleshooting support                             | ✓      | ✓      |
| Monthly Executive reports also include: Change request details |        | ✓      |

## Managed Services & Maintenance Terms and Conditions

|   |                         |                      |
|---|-------------------------|----------------------|
| 24x7x365 pro-active monitoring ensuring optimal configuration *5                                |                         | ✓                    |
| Site-to-Site VPN tunnel monitoring  |                         | ✓                    |
| Off-site backups of policies and hardware configuration   | Weekly                  | Daily                |
| Policy and rule-base changes *1 *2  | 10 per qtr              | Unlimited            |
| VPN Creation and configuration *3   | T&M basis               | Unlimited            |
| Scheduled status meetings via conference call with the FLUIDONE LIMITED Service Management team |                         | Annually             |
| Alerting of Cisco Critical Updates *7   |                         | ✓                    |
| Operating System Critical updates   | Fixed Cost per Instance | ✓                    |
| Annual Operating system upgrades, including feature releases and all patching if required. *6   | Fixed Cost per Annum    | Fixed Cost per Annum |

### Notes

1. For Tier 1, additional policy and rule-base changes are available on a time and materials basis.
2. Policy and rule changes are implemented according to agreed change control (FLUIDONE LIMITED Network Change Process). FLUIDONE LIMITED are not responsible for the impact that a requested policy or rule change may have on the security of the customers network.
3. Site-to-Site and/or client-based VPN creation and configuration - device dependent
5. All changes subject to FLUIDONE LIMITED Network Change Process
6. Annual updates will be undertaken during November and December each year unless otherwise advised. Ad hoc upgrades can be made at any time for any Tier on a T&M basis under the FLUIDONE LIMITED Network Change Process
7. Critical Updates advised as they occur, Major are consolidated and advised every quarter and Upgrades, consolidated and advised every 12 months

### 3.11.6 Telephony Equipment

Telephony equipment is not within scope for these Conditions. See FLUIDONE LIMITED Voice Terms and Conditions.

## 4 SERVICE LEVELS

### 4.1 Primary Service Hours

- 4.2 The following support levels are available for the Service and identify the periods for which cover is provided ("Primary Service Hours"). The support level for each device selected by the Customer will be identified on the Order Form.

|        |  |
|--------|--|
| 365*24 | Provides cover 24 hours a day every day of the year. |
|--------|--|

- 4.3 Certain Services are not available throughout the Primary Service Hours. Where restrictions are applicable, these are identified below;

| Service   | Service Hours               |
|---|-----------------------------|
| Any Portal available as part of the Services                              | 365*24                      |
| End to End Ticket Management – Logging, Initial Triage and Categorization | 365*24                      |
| Software Diagnostics – P1   | 365*24                      |
| Software Diagnostics – P2 to P4   | Business Days               |
| End User Hardware Warranty  | Business Days               |
| Problem Management  | Business Days               |
| Configuration Management  | Business Days               |
| Change Management (Implementation)*                                       | 7am to 7pm on Business Days |

\*Note that monitoring and processing of Requests For Change will occur within Business Days, This window refers to implementation of the RFC once assessed and authorised in accordance with the FLUIDONE LIMITED Network Change Process.

- 4.4 **Proactive Response.** FLUIDONE LIMITED will use reasonable endeavours to detect and initiate corrective action to 95% of Incidents classified as P1 before such Incidents are reported by the Customer to the Service Desk.

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## Managed Services & Maintenance Terms and Conditions

- 4.5 **Progress Updates.** FLUIDONE LIMITED will update the Customer during the life of the fault at a frequency that depends on the classification of the fault, as follows:

| Classification | Frequency of updates |
|----------------|----------------------|
| P1             | Hourly               |
| P2             | Every four (4) hours |
| P3             | Daily                |
| P4             | Daily                |

- 4.6 For the purposes of Clause 4.5, the elapsed time between updates relates to FLUIDONE LIMITED activities, and time spent awaiting information, action or approval by Customer or a third party shall not contribute to the time between updates. For example, if FLUIDONE LIMITED is awaiting further information from the Customer, or awaiting the results of a site visit which has already been communicated to the Customer, updates will in effect be suspended.
- 4.7 **Fault Log.** FLUIDONE LIMITED will provide the Customer with a live Fault Log detailing all outstanding reported Faults on the equipment and services under cover. This information will be made available through Customer access to the web portal described in Clause 3.2.
- 4.8 **Quality of Service Report.** FLUIDONE LIMITED will provide the Customer with a Quality of Service Report by email and will endeavour to do so within 3 working days following the end of the service month. The report will contain the following:
- 4.8.1 Availability per site for the month
  - 4.8.2 Incidents Logged Statistics
  - 4.8.3 Incident Category Breakdown
  - 4.8.4 Time to answer statistics
  - 4.8.5 Resolution statistics for Incidents Logged
  - 4.8.6 Tickets open for 7 days or greater

## 5 ONSITE VISITS

- 5.1 Where on-site visits are identified on the Order Form as included in the Service Contract, FLUIDONE LIMITED will make arrangements with the Customer for a suitably qualified technical resource to visit the Customer's premises on a regular basis to carry out work at the specific request of the Customer. The work will encompass fault-finding and fixing, standard system health checks, software upgrades and preventative maintenance. The resource will, effectively, be at the disposal of the Customer although the work that the Customer requests must be reasonable and within FLUIDONE LIMITED's skill-sets.
- 5.2 The frequency and duration of site visits are as laid out on the Order Form. This scheduling of site visits may be varied by agreement between the parties upon by either party in writing subject to the other party's agreement not to be unreasonably withheld.

## 6 CHANGE MANAGEMENT PROCESS

- 6.1 Moves, Adds and Changes ("MAC")
- 6.1.1 Where under the management responsibility of FLUIDONE LIMITED, changes to network equipment and their configuration and interconnections must be made in accordance with FLUIDONE LIMITED Network Change Process. "Standard Changes" (as defined within the Network Change Process) are included within the Charges, whilst other changes will attract an additional charge.
- 6.1.2 Where the Customer requests that a network change is carried out on an emergency basis (i.e. where the implementation timescales requested are not as laid down in the Network Change Process):
- An expedite Charge of £250 per change shall be due to FLUIDONE LIMITED; and
  - Where chargeable, such work will be carried out at the labour rates in Annex 1, as updated from time to time; and
  - Such work must be authorised by email from a senior Customer representative; and
  - Customer acknowledges and accepts that additional risk is involved in emergency work. FLUIDONE LIMITED will highlight such risks where it can, but will not accept responsibility or liability should such risks materialise;

## Managed Services & Maintenance Terms and Conditions

- 6.1.3 Customer may request the inclusion of further hardware/software into the Service Contract, but such hardware/software will be subject to inspection and approval by FLUIDONE LIMITED prior to cover being provided. The Customer shall pay the labour rates in Annex 1, as updated from time to time, for such inspection and for all parts and labour required to render the hardware/software into good operating condition. FLUIDONE LIMITED shall have the right to reject the hardware/software as being ineligible for inclusion under this agreement.
- 6.1.4 Customer may request policy or rule-based changes to their Firewall under the Firewall Managed Service on a time and material basis if the Order Form specifies a Tier 1 service and the Customer has exceeded the maximum allowed changes per quarter as detailed in Clause 3.10.5.C). If the Order Form details Tier 2, the Customer is entitled to unlimited policy and rule-based changes per quarter.
- 6.1.5 For the avoidance of doubt, FLUIDONE LIMITED shall have no liability howsoever (excluding negligence) arising, for the security impact to a Customer's network for implementing a Customer's request.
- 6.1.6 Customer may request an ad hoc operating system upgrade (including feature releases and patching) to the Firewall on a time and materials basis, at FLUIDONE LIMITED' current rate card.
- 6.2 Managed MAC Service
- 6.2.1 FLUIDONE LIMITED will levy reduced charges for installing new and replacement circuits on a cease and re-provide basis, and will waive FLUIDONE LIMITED charge ordinarily made for de-provisioning and disconnecting a circuit from the FLUIDONE LIMITED monitoring systems.
- 6.2.2 The service does not include any reduction in carrier charges or support charges for the additional services provided, or termination charges for services discontinued prior to the end of the contracted term.
- 7 ADVANCE REPLACEMENT MAINTENANCE SERVICE – "FLUIDONE LIMITEDCARE"**
- 7.1 The investigation of an Incident as part of the Incident Management Service may result in the conclusion that a fault exists with a device on the Customer's site. In such a case, it will be necessary for a qualified engineer to visit the site to investigate further and, if necessary, replace the faulty device with an equivalent device and to load the necessary configuration into the device to restore service. This service can be provided by FLUIDONE LIMITED and, where supply by FLUIDONE LIMITED is detailed on an Order Form, the service provided will be in accordance with this Clause 7 of these Conditions.
- 7.2 Four basic levels of service are available under what is termed "FLUIDONE LIMITEDcare".
- FLUIDONE LIMITEDcare Premium
  - FLUIDONE LIMITEDcare Standard
  - FLUIDONE LIMITEDcare NBD
  - FLUIDONE LIMITEDcare Select
- 7.3 FLUIDONE LIMITEDcare Premium
- 7.3.1 This Service is available for selected devices in the United Kingdom only, excluding offshore islands and northern Scotland.
- 7.3.2 It can be invoked on a 24x7 basis
- 7.3.3 The offered service level is a 4 hour "Fix". This is measured from the time of diagnosis by FLUIDONE LIMITED of the need to deploy an engineer to site to the time that the device being restored to service.
- 7.3.4 Service credits are offered if the service level is not met.
- 7.4 FLUIDONE LIMITEDcare Standard
- 7.4.1 This Service is available for selected devices worldwide, except for remote locations.
- 7.4.2 It can be invoked on a 24x7 basis
- 7.4.3 The offered service level is a 4 hour "Response". This is measured from the time of diagnosis of the need to deploy an engineer to site and that engineer reporting to the site entrance with a replacement unit.
- 7.4.4 Service credits are not offered for this service
- 7.5 FLUIDONE LIMITEDcare NBD
- 7.5.1 This Service is available for selected devices within the United Kingdom only, excluding offshore islands and northern Scotland.
- 7.5.2 The Service can be invoked within Business Days.
- 7.5.3 The offered service is for an engineer to attend at site with a replacement device on the next Business Day where such attendance is diagnosed as being necessary by 2pm.

## Managed Services & Maintenance Terms and Conditions

- 7.5.4 Service credits are not offered for this service.
- 7.6 FLUIDONE LIMITED care Select
- 7.6.1 This Service represents a variant of one of the other FLUIDONE Limited care levels and will be further qualified on the Order Form with details of the service offered.
- 7.7 Where the attendance onsite by an FLUIDONE LIMITED engineer is required in response to an Incident, the FLUIDONE LIMITED Service Desk will notify the Customer of the identity of the engineer and will require the Customer to confirm the availability of a named contact at the site in question.
- 7.8 Where an FLUIDONE LIMITED engineer arrives at site and is refused or is unable to access the site, the FLUIDONE LIMITED Service Desk will attempt to contact the Customer, but if more than 15 minutes elapse, may cancel the visit. Any period of delay from the time the engineer attends at site until provided with access to the equipment specified in the Incident will be ignored for the purposes of compliance with service levels by FLUIDONE LIMITED.
- 7.9 Where an Incident is raised and the original configuration of the Equipment is not made available to FLUIDONE LIMITED (where FLUIDONE LIMITED does not hold the configuration under Device Management), the Incident will be deemed Fixed when FLUIDONE LIMITED restores the Equipment to Operating System Level.
- 7.10 Where Customer equipment is replaced by FLUIDONE LIMITED under the maintenance service, ownership of the replacement equipment will pass to the owner of the replaced equipment on installation, and ownership of the replaced equipment will pass to FLUIDONE LIMITED at the same time.
- 7.11 FLUIDONE LIMITED shall make available equipment software updates for which the Customer is eligible under the purchased maintenance entitlement on request and within timescales agreed between the parties. Installation and test of such software updates are not included under FLUIDONE LIMITEDcare. See Clause 9.2.6.
- 7.12 Service Credits (applicable to FLUIDONE LIMITEDcare Premium only)
- 7.12.1 For each calendar month, Customer shall be entitled to claim the applicable Service Credits as set out below. Where applicable, Service Credits shall act as the Customer's sole compensation and recourse for any failure to meet the identified service levels.
- 7.12.2 Service Credits must be claimed by the Customer (providing the appropriate details necessary for FLUIDONE LIMITED to confirm the occurrence) within 60 days of the failure to meet the service level
- 7.12.3 Service Credits will be capped on a quarterly basis at 2.5% of the Charges paid to FLUIDONE LIMITED for Maintenance services under the Service Contract.
- 7.12.4 Service Credits will be provided as a credit note no later than 30 days after the end of the month in which they are accrued, and such credit notes can be applied against any FLUIDONE LIMITED invoice.
- 7.12.5 Service Credits in respect of Fix Time Service Levels shall apply for each Incident where the measured Fix or delivery time (as appropriate) exceeds the targets specified below

| Time past appropriate Fix target | 0-30mins | 30 mins – 2Hrs 30 min | 2Hrs 30min – 4hrs 30 min | 4Hrs 30 min – 8hrs 30min | 8hrs 30 mins – 24hrs 30 mins | 24hrs 30 mins+  |
|----------------------------------|----------|-----------------------|--------------------------|--------------------------|------------------------------|---|
| Credit                           | £0       | £40                   | £50                      | £60                      | £200                         | An additional £200 for each 24 hour period payable incurred at the beginning of the new 24 hour period. |

## 8 CHARGES

- 8.1 Unless otherwise detailed on the Order Form, the Charges are payable monthly in advance from the relevant Operational Service Date for all Services except for the Advance Replacement Maintenance service and the Service Excellence Consultant. Advance Replacement Maintenance is invoiced for the full Minimum Term on the start date of the period covered. The Service Excellence Consultant, where provided, will be invoiced quarterly from signature of the Service Contract.
- 8.2 If the Customer requests Service on a device or functionality which is not within the contracted scope, or at times other than within the agreed period of availability, FLUIDONE LIMITED will identify the request as chargeable (or potentially chargeable) but at its discretion will act promptly to provide such Service. Following resolution of the incident, FLUIDONE LIMITED will examine the circumstances and if the request is confirmed as chargeable, the Customer will be liable to pay an additional charge of £250 per occasion for such service provided by FLUIDONE LIMITED. Any such additional charges will be itemised and added to a subsequent invoice issued to the Customer.

COMMERCIAL IN CONFIDENCE

## Managed Services & Maintenance Terms and Conditions

- 8.3 Where a site visit is required which is not within the scope of the Service Contract, any necessary and incurred travel, hotel or subsistence expenses or the cost of materials and external services necessarily incurred shall be invoiced to the Customer at cost. Receipts will not routinely be attached to such invoices, but copies of specific invoices can be made available upon request. Time in excess of two hours spent by FLUIDONE LIMITED staff in travelling to or from the Customer site or elsewhere on behalf of the Customer will be charged at 50% of the labour rates specified in Annex 1 on an hourly pro rata basis, unless otherwise specified in the Service Contract.

### 9 EXCLUSIONS

- 9.1 FLUIDONE LIMITED's obligation to provide maintenance service hereunder is contingent on the proper use of all the hardware/software and does not cover hardware/software/configuration which has been modified without FLUIDONE LIMITED's approval. FLUIDONE LIMITED will make every effort to address all issues but will levy a charge at the then prevailing labour rates for faults arising because of:
- 9.1.1 Adjustment, repair or parts replacement caused by accident, neglect, misuse, negligence (unless caused by a representative of FLUIDONE LIMITED), or failure to maintain a suitable environment for the Equipment at the place of use (including failure of electrical power, power surges, air conditioning, humidity control, transportation or causes other than normal use); or
  - 9.1.2 The hardware/software/configuration is maintained or repaired (or if attempts to repair or service the hardware/software) by other than FLUIDONE LIMITED's personnel without the prior approval of FLUIDONE LIMITED, such approval not to be unreasonably withheld; or
  - 9.1.3 The hardware/software is either removed from its initial installation location or is reinstalled without the approval of FLUIDONE LIMITED; or
  - 9.1.4 A request for a call out of an engineer proves to be unnecessary, abortive or is required because of the failure of the Customer to comply with any of its obligations under this Agreement; or
  - 9.1.5 For software, incorrect Customer data or process error, operation or routine maintenance not in accordance with manufacturer's or FLUIDONE LIMITED's guidelines; or
  - 9.1.6 Customer does not fulfil the obligations detailed in Clause 12 of these Conditions.
- 9.2 Maintenance does not include:
- 9.2.1 Operating supplies or accessories including media such as tapes and disc packs or printing consumable supplies including printer ribbons and print heads, laser printer toner, laser printer drum cartridges, laser printer developer units or fuser units; or
  - 9.2.2 Electrical work external to the hardware or maintenance or alterations, attachments or other devices not specifically noted as part of this agreement; or
  - 9.2.3 Cosmetic repairs including painting or refinishing the hardware, or furnishing materials for this; or
  - 9.2.4 network faults caused by equipment not included in the Equipment in respect of which the Services are provided and which cannot be fixed without that the unsupported equipment being repaired or which could be fixed but would fail again unless the unsupported equipment is repaired; or
  - 9.2.5 failures resulting from a diFluidOne Limitedter affecting the Equipment (including without limitation fire, flood, water, wind, lightning, vandalism or burglary);
  - 9.2.6 The installation and test of updates and upgrades for software will be dealt with under the Change Management Process (see Clause 6) except as detailed in the Service Contract.
- 9.3 FLUIDONE LIMITED will not be obligated to provide maintenance service on the hardware/software listed in the Service Contract, if in FLUIDONE LIMITED's reasonable opinion, it has reached the end of its useful life due to catastrophic failure or non-availability of spare parts, software and operating system updates or due to obsolescence in relation to the manufacturer's End of Life Policy or any other factor outside of FLUIDONE LIMITED's control.

### 10 PLANNED ENGINEERING WORK

- 10.1 Where it is necessary for FLUIDONE LIMITED or third parties to undertake planned engineering work, FLUIDONE LIMITED will provide reasonable advance notice, or arrange for the underlying network operator to provide such notice directly. FLUIDONE LIMITED will endeavour to arrange such activities to cause as little disruption to Customer activities as possible.
- 10.2 In emergency situations, it may not be logistically possible for FLUIDONE LIMITED or third parties to inform the customer of work being carried out on the network. FLUIDONE LIMITED reserves the right to carry out such work, but to take all reasonable steps to minimise its duration and impact and in any case to notify the Customer as soon as is reasonably practicable.

### 11 CUSTOMER OBLIGATIONS

COMMERCIAL IN CONFIDENCE

## Managed Services & Maintenance Terms and Conditions

- 11.1 To provide certain of the Service a management link is required to connect directly from the Customer's Wide Area Network (WAN) to FLUIDONE LIMITED's monitoring system. The Customer's network devices may also require configuration to facilitate the provision of the Services. Where either is provided by FLUIDONE LIMITED, an additional charge will be made and detailed on the Order Form. If not procured from FLUIDONE LIMITED, Customer is responsible for the interconnection to the FLUIDONE LIMITED network, and FLUIDONE LIMITED will provide any necessary information to enable this to be done.
- 11.2 The Customer shall provide, at no charge to FLUIDONE LIMITED:
  - 11.2.1 full and free access to the hardware/software detailed in a Service Contract; and
  - 11.2.2 working space and adequate facilities, including electrical outlets within a reasonable distance from the hardware/software covered by this agreement; and internet access where necessary to download replacement configuration for Equipment to be maintained;
  - 11.2.3 information as reasonably requested to assist FLUIDONE LIMITED in the diagnosis of any reported or apparent Problem.
- 11.3 Customer shall:
  - 11.3.1 Where such are not being procured from FLUIDONE LIMITED, put in place manufacturer's repair arrangements for products covered by the Service Contract and give access to and facilitate FLUIDONE LIMITED access to such services for the purposes of the Service Contract; and
  - 11.3.2 put in place internal support arrangements to ensure that Problems reported to FLUIDONE LIMITED are reproducible and within the scope covered by the Service Contract and that access to the FLUIDONE LIMITED Service Desk is only made by suitably trained and experienced personnel; and
  - 11.3.3 keep any passwords and access arrangements to FLUIDONE LIMITED facilities granted under the Service Contract secure. Customer shall remain responsible for any use and/or misuse of facilities made using such passwords; and
  - 11.3.4 where not a responsibility of FLUIDONE LIMITED, obtain and keep machine-readable copies of all programs, configuration files, data files and operating systems at a frequency that is appropriate to the importance and volatility of such programs and files.

### 12 TERM AND TERMINATION

- 12.1 This Service Contract (or part) to which these Conditions apply shall continue in force for the Minimum Term and shall then continue thereafter unless and until terminated by either party by providing 3 months written notice, except where Clauses 12.2 to 12.4 is applicable.
- 12.2 Certain elements covered by the Service Contract may carry different Minimum Terms, in which case support for such elements can be discontinued at any time after the corresponding Minimum Term on the provision of three months' notice, without affecting the continuation of support for other elements.
- 12.3 Where a new Service Contract is agreed to supersede and replace the Managed Services in a previous Service Contract, the new Managed Services (including the new pricing contained within it) shall apply from the end of the month in which it is executed, whether or not this falls within the Minimum Term of the original Service Contract or outside it.
- 12.4 Maintenance Services do not continue beyond the Minimum Term unless a continuation is agreed between FLUIDONE LIMITED and the Customer through a separate Service Contract or by means of the Change Process. Where cover is renewed, the period of the renewal will begin on the date of expiry of the original term such that continuous cover is provided, unless the Order Form specifies a different start date.
- 12.5 Support for an individual element comes into force on its Operational Service Date, or the date of execution of the Service Contract whichever is the later, unless a specific date is given on the Order Form.
- 12.6 Additionally, the Service Contract can be terminated in accordance with the provisions of the Standard Terms of Business.
- 12.7 Where Customer wishes to terminate a Service within its Minimum Term, the Customer will remain liable for any remaining payments due for the Minimum Term. Where a Service is outside its Minimum Term, and the Customer wishes to terminate the Service prior to the end of the notice period given in Clause 12.1, the Customer will remain liable for any remaining payments due for the notice period.

### 13 EXIT MANAGEMENT

- 13.1 Upon the termination or expiry of any Service Contract or this Agreement for any reason, FLUIDONE LIMITED will provide such assistance as is reasonably requested by the Customer to facilitate the orderly handover of the Services to the Customer or any replacement supplier ("**Termination Assistance**"). FLUIDONE LIMITED shall be entitled to charge for such assistance at the man day rates at the time in force.
- 13.2 The purpose of the Termination Assistance to be provided by FLUIDONE LIMITED is:

## Managed Services & Maintenance Terms and Conditions

- 13.2.1 to enable Customer or a replacement supplier to take over the provision of Services or such part of the Services which are to be terminated or expire from FLUIDONE LIMITED;
  - 13.2.2 to enable FLUIDONE LIMITED to cease supplying the Services or such part of the Services which are to be terminated or expire in an orderly manner;
  - 13.2.3 to minimise any disruption or deterioration of the Services, or failure to achieve the Service Levels, during and as a result of the handover from FLUIDONE LIMITED and the commencement of the replacement Services.
  - 13.2.4 The parties acknowledge that FLUIDONE LIMITED's provision of Termination Assistance is subject to Customer performing their obligations under these Conditions and procuring that any replacement supplier performs their obligations under these Conditions.
- 13.3 Unless specifically agreed otherwise, the Service Levels shall continue to apply in full force and effect during the period in which Termination Assistance is provided.
- 13.4 No later than ninety (90) days prior to the date of termination of a Service Contract, the Customer shall submit a request for Termination Assistance to FLUIDONE LIMITED. As part of this request, the Customer, working together with the replacement supplier, will specify the nature of the replacement services, and the general methodology and desired timescales to achieve the transition from FLUIDONE LIMITED provision of the Services to the provision of the replacement services by the replacement supplier. In doing so the Customer will take into account its own business requirements and the risk mitigation actions that it deems appropriate.
- 13.5 Within one month of the request for Termination Assistance, FLUIDONE LIMITED shall prepare and submit for Customer approval a draft of a plan for the provision of Termination Assistance ("**Exit Plan**"). The level of detail of the Exit Plan shall be reasonable but, in any event, sufficient to provide the procedures, requirements and responsibilities for an orderly transition of Services to Customer and/or the replacement service provider. The Exit Plan shall include a definition of the charges for the Transition Assistance.
- 13.6 Upon Customer' receipt of the draft Exit Plan, Customer shall within ten (10) Working Days, approve the Exit Plan or submit to FLUIDONE LIMITED any reasonable changes that Customer requires to the draft Exit Plan. FLUIDONE LIMITED shall then incorporate any reasonable changes requested by Customer and resubmit the draft Exit Plan for Customer approval.
- 13.7 Approval by the Customer of the Exit Plan is agreed as also providing approval of the charges and the payment schedule specified by FLUIDONE LIMITED within it.

### 14 STANDARD TERMS OF BUSINESS

- 14.1 The FLUIDONE LIMITED Standard Terms of Business applicable at the date of contract are hereby incorporated by reference into any Service Contract entered into by FLUIDONE LIMITED which also incorporates these Managed Services Terms and Conditions.