

Version: 231113 v.08

MASTER SERVICES AGREEMENT

These are the Maintel linked terms and conditions for the provision of Goods and/or Services

MASTER SERVICES AGREEMENT

This **Maintel Linked Master Services Agreement** is comprised of its schedules and the Master Services Agreement Order Form, which shall collectively form (this **"Agreement"**). Maintel reserve the right (as reasonably required) to update these terms and conditions from time to time (such amendments to fully supersede any previous provisions agreed). In the event of any substantive or material changes (as determined by Maintel) these shall be notified to the Customer via updates to the Maintel Master Services Agreement webpage. The Customer hereby acknowledges and accepts it is responsible for reviewing and ensuring compliance with any changes made. For the avoidance of doubt all definitions and clauses herein shall apply to the Agreement.

WHEREAS

- (A) The Customer wishes to procure certain communications services set out in the Schedules, as may be amended in the PDD (as defined herein), on the terms and conditions set out in this Agreement; and
- (B) Maintel has agreed to supply or procure the supply of certain communication services to the Customer and the Customer has agreed to purchase such communication services on the terms of this Agreement.

The Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement the following words and expressions shall have the meanings set out below. Additional terms may be defined in the context of particular provisions of this Agreement.

"Acceptance Tests"	means the acceptance tests, as set out in this Agreement and the PDD.
"Agreement"	means this agreement and the Schedules and Order(s).
"Billing Date"	means the commencement date for billing which may be three (3) months post the Effective Date for the Services, unless otherwise agreed.
"Business Day"	means a day (other than a Saturday or Sunday) when the banks are generally open for normal business in London.
"Business Hours"	means 0900 to 1700 on a Business Day.
"Charges"	means the amounts due to Maintel and or PMNO (where Mobile Services are provided) for Customer Equipment supplied by Maintel and/ or the Services as set out in this Agreement and/or any Order.
"Confidential Information"	means any and all information and know-how that one Party and/or its agents may from time to time disclose to the other Party in connection with this Agreement or which otherwise becomes known to the other Party during the term of this Agreement, whether orally, in writing, digitally, in the form of machine readable code or embodied in hardware or any other physical medium which relates to the business, including but not limited to the business plans, data, know-how, designs, illustrations, drawings, photographs, illustrations, notes, memoranda, terms of business, financial information, financial projections, financial records, customers and suppliers, sales and marketing information, spreadsheets, specifications, technical information and computer software together with all information derived from any such information and any other information clearly designated by one Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
"Core"	means the IPT Core and/or the ICON Core.
"Customer"	means the entity identified in the Order.
"Customer Equipment"	means the hardware, Software and peripherals to be provided by the Customer or Maintel which Maintel is permitted to use in connection with the Services.
"Customer Obligations"	means those obligations to be undertaken by the Customer as set out on this Agreement including any further obligations set out in the PDD.

"Customer Portal"	means access to Maintel's monitoring suite which monitors the performance of the Core.
"Delivery"	means the delivery of the Customer Equipment to the Customer's premises or a Maintel Site as agreed and/or the date upon which the Services are available for use, irrespective whether such use has occurred."
"Dual Running"	means the simultaneous running (for the duration of the Implementation Period unless otherwise mutually agreed) of the existing Customer data services alongside the Implementation Services and/or Managed Services to be delivered by Maintel under this Agreement.
"Early Termination Fee"	means the amount of any Charges (as recompense) between the termination date and the latter of (a) the last date of the Initial Term or (b) the last date of the extended term as described in clause 3.1 and 3.2, or any Resign where Mobile Services are provided (as detailed in an Order) but for the termination and/or (c) any shortfall in meeting a Minimum Commitment. Maintel reserves the right to discuss and progress such fee with the Customer. -
"Effective Date"	means the date of this Agreement and/or any other subsequent Order placed pursuant to this Agreement and signed by both Parties. For the avoidance of doubt, the Effective Date is not the date for commencement of Service (the "Ready for Service Date")
"End of Life"	collectively means both End of Sale and/ or End of Support where applicable.
"End of Sale"	means where a supplier no longer supplies the specified goods or Services.
"End of Support"	means where supplier support is no longer available for the goods or Services.
"Engineer to Site"	means the targeted maximum time between remote diagnosis of an Incident by Maintel and (a) the arrival at the Customer Site of an engineer (where an onsite presence is required), or (b) the arrival at the Customer Site of a part (where required).
"Excused Delays"	means a delay occurring in respect of any Service due to: (a) a Force Majeure Event occurring; or (c) delays caused by a third party not under the control of the Customer.
"Force Majeure Event"	means an act of God or any other event beyond a Party's reasonable control, including lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial dispute (including an industrial dispute involving that Party's own employees where that industrial dispute is beyond the reasonable control of that Party), terrorist act, act of Government, a refusal or delay by a third party in supplying telecommunication services to Maintel in circumstances where there is no alternative service available at reasonable cost or restrictions of a legislative or regulatory nature (other than any anticipated on the date of signature of this Agreement), or epidemic or pandemic, the consequences of which such Party can neither prevent nor avoid. For the avoidance of doubt, any subcontractor delay or failure is not a Force Majeure Event unless such failure or delay is itself due to a Force Majeure Event.
"Funder"	means the party appointed by the Customer to make payment to Maintel for any Charges due under this Agreement, the PDD and/or Order.
"Full Service Date"	means the date on which 90% of the MPNs comprising the Customer's mobile communications estate at the date of this Agreement and or subsequent Order(s) have been ported to the PMNO by Maintel.
"Good Industry Practice"	means the standards which would reasonably and ordinarily be expected from a skilled and experienced provider of the same or similar Services under the same or similar circumstances.
"HLD"	means the High Level Design document as produced by Maintel.
"ICON"	means Intelligent Cloud Optimised Network which is Maintel's highly resilient, private voice and data network.
"ICON Core"	means the Maintel core IP network which is fully supported by Maintel and to the best of Maintel's knowledge is free from a single point of failure.

"Incident"	means an event that is not part of the standard operation of a service and which causes or may cause disruption to or reduction in quality of that Service.
"Initial Response"	means the time from when a Support Request is logged to when Maintel technical personnel response is allocated to the Incident or it is determined that an on-site response is required excluding any Third Party Influences, provided always such hours are within Supported Hours.
"Initial Term"	means the initial duration of a Service to commence on either the RFS Date and/or the Full Service Date of each individual Service; as appropriate. The Schedules and/or Order shall dictate whether a RFS Date or Full Service Date shall be applicable to each Service. Where an Order contains a Resign of existing connections the Mobile Services, the Initial Term shall be deemed to commence per connection on the date when the new tariff was implemented by the PMNO for said individual connection.
"Implementation Period"	means the period following contract signature but prior to the commencement of any Managed Services and/or the first RFS Date whereby Maintel supply, install, configure and/or program the Customer Equipment and/or the Services.
"Implementation Services"	means the supply, installation, configuration and programming of Customer Equipment and/or Services at the Sites, training and project management as set out in this Agreement, HLD and/or in the PDD (as appropriate).
"Intellectual Property Rights"	means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, moral rights, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights, rights in any software and all rights in the nature of unfair competition rights or rights to sue for passing off.
"IPT Core"	means the hosted voice hardware and software situated in Maintel's data centres as further described in the PDD, including the SIP Services where an alternative carrier solution has been procured by the Customer from Maintel.
"LLD"	means the Low Level Design document as produced by Maintel.
"MAC Packs"	means packages of useable professional services (30 minutes or part thereof) purchased by the Customer under which Maintel shall provide professional services for moves, adds and changes to the ICON Core, IPT Core or the Customer Equipment as specified in the Schedules.
"Managed Services" or "Operational Services"	means the Services including operational services as set out in either the Managed Services Description and Network Services document HERE and/or the Schedules to this Agreement. Where such are procured, they will be set out in an Order for the support and management of the Customer Equipment and/or Services.
"Minimum Commitment"	means the agreed minimum spend of the Customer during the Initial Term and/or Resign duration (where Mobile Services are provided) in respect of the Services as set out in the relevant Schedules.
"Operations Manual"	means the user and system manuals, specific to the Customers implementation of the Core.
"Order(s)"	means an order which details the goods and/or services requested by the Customer to be delivered. The order shall be governed by the terms of this Agreement, irrespective of any purchase order (or other) terms and conditions proposed by the Customer.
"Overage Charges"	means the occurrence of additional Charges, payable by the Customer, where the minimum contracted limit/allowance for a Service has been exceeded.
"Parties"	means the Customer and Maintel Europe Limited together.
"PDD"	means a project definition document setting out the additional details of the methodology for the Implementation Services.

"Portal"	means any of the below:
	"Billing Portal" means the portal provided by Maintel to the Customer to view the relevant billing documentation
	"Self-Service Portal" means the portal provided by Maintel to the Customer for self-service administration.
	"Support Portal" means the portal provided by Maintel to the Customer to log and track Support Requests.
"Ready for Service Date (RFS Date)"	means the date (subject to Excused Delays) upon which the Service is available for use, irrespective of i) whether the Services are decided not to be used by the Customer and/or ii) all of the Services are not fully delivered in accordance with any HLD or PDD.
"Response Times"	means the periods of time set out in the Schedules and commencing on the assignment of a unique reference number to a Support Request within which Maintel, using reasonable endeavours, will respond to the Support Request.
"Return to Service"	means the time, excluding any Third Party Influences, from when an Incident is logged to the time when either (a) full service is restored; or (b) service is restored to the point where the Incident can be categorised as no more severe than a Priority 3 Incident.
"SBC"	means session border controller, which are security devices that prevent unauthorised access to a voice and data network.
"Service Availability"	means the amount of time the relevant Service is available as specified in the Schedules.
"Service Deliverable"	means the individual elements and deliverables per Service as set out in the Schedules
"Service Desk"	means the point of contact within Maintel, via which all Support Requests will be raised and addressed as more particularly described in this Agreements schedules.
"Service Levels"	means the level of service as set out in the Schedules.
"Services"	means the goods and/or services contracted under this Agreement.
"SIP"	means session initiation protocol used to establish voice services between two or more telecommunications devices over the internet.
"Site(s)"	means the Customer's premises or other agreed location, as set out in an Order and such other premises as may be added from time to time, with the written agreement of the Parties.
"Software"	means the Maintel and/or third party software in object code form together with any operating systems, utilities, applications and other programs residing in memories or embedded into or incorporated within the Customer Equipment.
"Software Licence"	means any licence terms that govern the use of Software licensed to the Customer hereunder.
"Support Request"	means a request from the Customer to Maintel for Services made by telephone or e-mail, in relation to an Incident, in accordance with the Service Levels as detailed in the Schedules.
"Support Services"	means the maintenance, break fix support or software assurance Services as set out in this Agreement.
"Supported Hours"	means times during which the Services are provided as set out in the respective Schedule.
"Survey/Site Survey"	means a survey, audit or assessment carried out by Maintel, at Maintel's sole discretion, to determine the readiness for Service of any relevant Site, cloud and/or infrastructure (including Customer Equipment).
"Third Party Influences"	means third party manufacturer, supplier or carrier related incidents that may impact on the success of the Response Times which are not subject to the Service Levels provided always that such delays are communicated to the Customer.

- 1.2. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3. References to statutory provisions include those statutory provisions as amended or re-enacted.
- 1.4. The Schedules to this Agreement, as agreed and set out in an Order, shall form part of (and are incorporated into) this Agreement. For the avoidance of doubt, where the Order does not expressly stipulate the Service (and or any elements of the Services), the Services shall not apply.
- 1.5. In the unlikely event that any Services are provided by Maintel, which have not been stipulated in an Order; the corresponding schedule for the Services shall be applied (at the basic foundation level) without service options and/or features), as if set out in the Order.
- 1.6. A full list of the Schedules, which may apply to an Order, is included at the bottom of these terms and conditions.
- 1.7. Any phrase introduced by the words **including, includes, in particular or for example** or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8. If there is any conflict or ambiguity between the components of this Agreement, the conflict shall be resolved in accordance with the following order of precedence: the Order, the Schedules; the terms and conditions of the Maintel Linked Master Services Agreement; the PDD and the HLD with regard to changes to the Order(s) in that order.
- 1.9. No rule of construction with regards to drafting will apply in the interpretation of any provision of this Agreement, to the advantage of either Party.

2. SERVICES

MAINTEL'S OBLIGATIONS

- 2.1. Maintel shall carry out the Services with reasonable diligence and despatch, and with reasonable skill and expertise, to provide the solution in accordance with the specification set out in the HLD (where applicable), Order and appropriate schedules. The specification may be supplemented and modified (as relevant) by either the PDD upon its execution and/or the LLD (where applicable).
- 2.2. Maintel shall provide the Services in accordance with Good Industry Practice and in accordance with the terms of this Agreement from its data centre in the United Kingdom.
- 2.3. Maintel shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Sites and that have been communicated to it in writing.
- 2.4. Following execution of this Agreement Maintel shall, at Maintel's sole discretion, conduct a Survey of the Site(s). Once completed Maintel shall provide the results of the Survey to the Customer for the Customer's approval (such approval not to be unreasonably withheld or delayed). The Survey will confirm if any changes will be required to the Order including changes to Customer Equipment and Charges. Upon receipt of Customer approval, which shall be deemed as accepted where the Customer does not reject the results within three (3) Business Days of receipt, the changes to the Services including Customer Equipment and Charges set out in the Survey shall apply as though the Customer had placed an amended Order. Where the Customer rejects the results of the Survey, the original Order will be cancelled. For the avoidance of doubt, the Customer shall be charged by Maintel for all Surveys and the Customer shall bear all costs arising from or in connection with the Surveys. The Survey will specify all the technical requirements and the associated Charges that Maintel are or could be reasonably aware of at the time the Survey is carried out specific to the Customer's Site(s), such as working at height and/or wayleave requirements.
- 2.5. Maintel shall supply, install and configure (as appropriate) the Customer Equipment at the relevant Site(s) where such is specified and agreed in the Order.

- 2.6. Maintel shall carry out the Implementation Services during Business Hours but may give the Customer reasonable notice to require access to the Site(s) (remote or otherwise) at other times to meet its obligations under this Agreement. In the event the Customer declines Maintel's reasonable request to access the Sites(s) outside of Business Hours the Customer hereby agrees to pay any additional Charges incurred by Maintel, in relation to the delay in carrying out the Implementation Services.
- 2.7. If the Customer or any third party over whom Maintel has no control causes delay in the Implementation Services for any reason, Maintel reserve the right to levy an additional Charge to the Customer to cover such costs.
- 2.8. If Maintel becomes aware of a potential delay in the Implementation Services for any reason, Maintel shall inform the Customer as soon as reasonably possible.
- 2.9. If the Customer requests a delay in the provision of Implementation Services, Maintel will endeavour to accommodate this. However, if this necessitates extra cost, Maintel will provide the Customer with details of these costs and the Customer shall pay the additional costs in addition to the Charges, where such delay is implemented.
- 2.10. Where End of Sale is applicable, Maintel shall provide the Customer with a suitable replacement as determined by Maintel. Where a suitable replacement is not available, as determined by Maintel, the Parties shall discuss and promptly agree a mutually acceptable solution.
- 2.11. Where any Customer Equipment becomes End of Life, the Customer agrees that Maintel shall at its option (a) cease support on such Customer Equipment after serving reasonable notice to the Customer; or (b) continue to provide support on a reasonable endeavours basis. Where such support continues replacement Customer Equipment will only be provided where Maintel has such Customer Equipment in stock and that no enhancements, upgrades or new software shall be provided on such Customer Equipment, unless otherwise agreed. The Customer agrees that the Service Levels shall not apply to such Customer Equipment.

THE CUSTOMER'S OBLIGATIONS

- 2.12. The Customer shall ensure that the terms of the Order(s) are complete and accurate.
- 2.13. The Customer shall co-operate with Maintel in all matters relating to the Services and shall perform the Customer Obligations and its other obligations set out in this Agreement and the Customer prerequisite documents (as applicable).
- 2.14. The Customer shall provide Maintel, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's Sites, information, data remote access and other facilities as reasonably required by Maintel to provide the Customer Equipment and/or the Services or exercise its rights under this Agreement in order to provide the Customer Equipment or Services set out herein.
- 2.15. The Customer shall not allow the Customer Equipment supplied by Maintel and/or the Services to be used in any of the following ways:
 - 2.15.1. in breach of any reasonable instruction given by Maintel, or anybody which has regulatory powers relating to the Services; or
 - 2.15.2. a manner which causes Maintel to be subject to any criminal prosecution, enforcement action, civil claim or other action or liability.

SERVICE EXCLUSIONS

- 2.16. Maintel shall not be liable for any third party costs, expenses or charges incurred or imposed on the Customer that have not emanated directly from any instructions given by Maintel, as a result of this Agreement.

3. TERM

- 3.1. This Agreement shall commence on the Effective Date and shall continue thereafter in accordance with clause 3.2 unless and until terminated in accordance with clause 15.

- 3.2. The Initial Term of the Services shall commence on the RFS Date or the Full Service/Resign Date for each relevant Service at each relevant Site (identified in the Order) and shall continue for the period specified within the Order. Thereafter, the Initial Term shall renew for further periods of twelve (12) months unless otherwise terminated in accordance with clause 15. In the event the Customer does not cease to use the Services and/or vacate any associated platform/network required for the Services; the Initial Term shall also renew for periods of twelve (12) months until such cessation/exit by the Customer is fully completed.
- 3.3. Each Order shall commence on the Effective Date of such Order, shall continue for the Initial Term of the Order and shall continue thereafter, unless and until terminated in accordance with clause 15.
- 3.4. The Parties hereby agree that any changes or variation to this Agreement shall not extend this Agreement unless expressly agreed in writing by both Parties.

4. PAYMENT

- 4.1. All invoices must be paid in the GBP currency in which they are raised within 30 (thirty) days of the date of the invoice and such payment shall be taken via Direct Debit. The Customer hereby agrees to complete the Direct Debit mandate (attached to the Order) and return this document to the following address:

FAO: Credit Control, Maintel Europe Limited, The Innovation Centre, Evolution Park, Haslington Road, Blackburn, Lancashire, BB1 2FD

In the event the Direct Debit form is not utilised, as set out in this Agreement, the Customer shall incur administration Charges for the collection and processing of payments.

- 4.2. Charges are exclusive of all taxes including VAT, which shall be added to all invoices at the prevailing rate.
- 4.3. Where the Customer wishes to withhold payment in relation to a genuine dispute regarding an invoice, the Customer shall notify Maintel within 10 (ten) days of the date of the invoice and the Customer may only withhold payment of the specific items agreed with Maintel as being under dispute.
- 4.4. If the Customer fails to pay any properly due and payable amount under this Agreement by the due date for payment it shall forthwith on demand by Maintel pay interest, at a rate of 4% (four percent) above the base lending rate of Royal Bank of Scotland plc., on the overdue amount from the due date for payment up to the date of actual payment.
- 4.5. Subject to clause 4.3, the Customer may not exercise any right of set off, abatement, counterclaim, retention, deduction or any other withholding against amounts invoiced to it (including where invoices have been issued late or have been subsequently amended to correct errors) by Maintel.
- 4.6. Maintel reserves the right to adjust/vary the Charges:
 - 4.6.1. where such changes are enforced on Maintel by regulatory authorities after providing the Customer with reasonable written notice imposed on Maintel by such regulatory authorities; and
 - 4.6.2. for Support Services up to a rate not exceeding the variance indicated by the Retail Price Index during the Initial Term with effect from each anniversary of the RFS Date, by not less than two (2) weeks' notice before the anniversary; and
 - 4.6.3. to reflect any rises in the foreign exchange rate after providing the Customer with reasonable written notice; or
 - 4.6.4. with effect from the end of the Initial Term and subsequent anniversaries thereof by not less than 3 (three) months written notice to the Customer; or
 - 4.6.5. with effect to reflect any rises in supplier and/or manufacturer rates or costs, whether reasonably anticipated or not (inclusive of any flowed foreign exchange rate changes); or

4.6.6. from the end of the Initial Term and subsequent anniversaries or at any other time thereof where such changes are enforced on Maintel by its supplier or the PMNO on to the Customer, after providing the Customer with 28 (twenty-eight) days written notice.

- 4.7. Where Maintel provides notice to adjust the Charges under clause 4.6.6 and the Customer does not agree such increases the Customer may terminate this Agreement in accordance with clause 15.2. During such notice of termination, the increase in Charges under clause 4.6.6 shall not apply.
- 4.8. The invoice shall be issued in an electronic format and accessible via a portal, where the Customer may review the invoice. Should paper copies be requested an additional administration Charge shall be applied to the invoice.
- 4.9. In the event the Customer requests or is the cause of any delay (save for an Excused Delay or Force Majeure event); the Customer shall remain liable for all Charges (including Implementation and Operational Charges), set out in the Order.
- 4.10. The Customer may be invoiced in accordance with the Billing Date, irrespective of the Services procured. Where the Customer procures any software assurance, Charges for such shall in no event occur later than the RFS Date.
- 4.11. Where the Customer has used the Services prior to the Billing Date; the Customer may be billed in arrears for that actual usage, at the pro-rated annual Operational Charges rates (set forth in the Order); unless otherwise agreed in writing.
- 4.12. For the avoidance of doubt the following billing profiles shall apply to the Services as set out below:

Hardware and/or Software:

- 4.12.1. The Charges associated to these will be invoiced to the Customer immediately upon either i) the date the goods are received by Maintel; and/or ii) the date when the goods are dispatched to the Customer. The latter date is not necessarily the date that Delivery occurs.
- 4.12.2. In the event the Customer is not able to receive the hardware, Maintel may retain the goods in storage. This offer to store the goods is conditional upon i) the Customer providing written notice they accept and take full title in the goods being stored; ii) the payment of any outstanding balance associated with the stored hardware and iii) payment of an agreed storage Charge.

Circuits

- 4.12.3. The commencement of Charges for any delivery of any circuit, will commence from the point the circuit is activated by the third party carrier. It is anticipated by the Parties that each circuit will have a different contractual end date.

Third Party Support Services

- 4.12.4. Any third party Support Services shall incur Charges to the Customer from the date upon which Maintel incur such cost.
- 4.12.5. In the event the Customer's anniversary support date has expired and/or lapsed and Maintel has not received the Customer purchase order prior to such expiration/lapse; Maintel (at its sole discretion) may:
 - 4.12.5.1. apply a Charge to the Customer of 2% of the renewal costs; and
 - 4.12.5.2. such Charge shall be in addition to the renewal costs.

The Charges set out in this clause shall be payable by the Customer as agreed between the Parties.

MINIMUM COMMITMENT

- 4.13. Where a Minimum Commitment applies, it shall be stipulated in the Order and apply for the Initial Term of the identified Services. No Order shall act to reduce the Minimum Commitment for any Service set out in any other Order. For the avoidance of doubt, the Customer must meet and satisfy any Minimum Commitment set out in this Agreement.
- 4.14. If the Customer has failed to meet any Minimum Commitment for a Service during the Initial Term; then upon termination of that Service; or the Agreement itself (whichever is applicable) the Customer shall pay to Maintel any shortfall in such Minimum Commitment as an Early Termination Fee.
- 4.15. If this Agreement is terminated by the Customer under clause 15.3 and/or 15.4, during the Initial Term for any Service, the Minimum Commitment shall be reduced pro-rata to the point of termination.
- 4.16. For the avoidance of doubt, where the Initial Term has been extended pursuant to clause 3.2 the Minimum Commitment applicable during the Initial Term, shall apply to the extended term without exception.
- 4.17. Where the Customer exceeds any value of a purchase order, for Services which have been delivered above the Minimum Commitment, the Customer shall pay in full for the Services not included on the purchase order.

5. ORDERING AND CHANGE CONTROL

- 5.1. An Order constitutes an offer by the Customer under the terms of this Agreement and no Order shall be binding on Maintel until an authorised officer of Maintel has accepted the Order in writing or, Maintel has despatched the Customer Equipment or commenced the Services requested in the Order.
- 5.2. Maintel may make changes to an Order that are necessary due to changes in the manufacturer's specification to comply with safety or other requirements of any Customer Equipment, and/or the Services, provided that the revised Order shall provide Customer Equipment and/or the Services materially equivalent to those originally set out in the Order.
- 5.3. Certain telecommunication systems and services are subject to regulation by regulatory authorities. Any regulatory authority may from time to time change the regulatory framework within which the Services are provided, and the Customer accepts that Maintel may need to change the Services to comply with such regulatory framework.
- 5.4. In the event an Order is accepted by Maintel the Customer may request, and/or Maintel may recommend, changes to the Order. Maintel shall advise the Customer, where possible within ten (10) days of the likely impact of any such change, including the effect on the Charges and the RFS Date, if relevant.
- 5.5. The Parties shall discuss any recommendation or request made under clause 5.4 as soon as practicable, but neither Party will be obliged to agree to any change.
- 5.6. Until such time as any change is agreed in writing by both Parties, Maintel shall, unless otherwise agreed in writing continue to provide the Services as if such change had not been requested.
- 5.7. Any change agreed by the Parties via clause 5.8 shall constitute a variation of the Order and shall be made in writing and signed by both Parties.
- 5.8. The Customer shall provide a purchase order for every Order placed. The Customer hereby agrees that where no purchase order is provided, any goods and/or Services provided under this Agreement may be delayed or withheld.

6. DUAL RUNNING

- 6.1. Customer shall bear all costs arising from or in connection with Dual Running including failure to comply with clause 6.2.

- 6.2. Customer hereby undertakes to notify and instruct Maintel to cease the existing services not provided by Maintel as soon as reasonably practicable. All such notifications and instructions shall be in writing using the Cease Notification Form (available on request).
- 6.3. For the avoidance of doubt Maintel excludes all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising from or in connection with any delay of the cease of the existing Services if:
 - 6.3.1. Any delay is caused directly or indirectly by the Customer or any sub-contractor or agent thereof; or
 - 6.3.2. Any delay that is outside the direct control of Maintel, including but not limited to:
 - 6.3.3. Delays caused by carriers & their third party suppliers;
 - 6.3.4. Delays caused by council, landlords and civil construction permissions and activities;
 - 6.3.5. Delays caused by environmental and physical anomalies discovered as part of delivery;
 - 6.3.6. Delays caused by changes requests or additions to the project scope;
 - 6.3.7. Delays caused by execution of contingency actions and solution re-design, upon discovery of validation and design issues.

7. CONFIDENTIALITY

- 7.1. Each Party will keep strictly confidential all Confidential Information of the other received or obtained during the negotiation or performance of this Agreement and, except with the prior written consent of the other or to the extent that disclosure is required by law, will not disclose such Confidential Information to any third party or copy or use it for any purpose other than for the proper performance of its obligations or the proper exercise of its rights under this Agreement.
- 7.2. Neither Party will acquire any right in nor title to Confidential Information of the other nor any licence in respect of it except as expressly stated in this Agreement. Each Party will protect Confidential Information of the other as if it were its own Confidential Information and will not copy, summarise, modify or disclose it except to the minimum extent necessary to perform its obligations or exercise its rights under this Agreement. Each Party will ensure that all persons to whom it discloses Confidential Information of the other are bound by obligations of confidentiality and non-disclosure at least equivalent to those in this Agreement.
- 7.3. The duties imposed on the Parties by clauses 7.1 and 7.2 above do not extend to information or data which at the time of its disclosure or use by the receiving Party:
 - 7.3.1. is generally available and known to the public other than by reason of the receiving Party's breach of this clause 7;
 - 7.3.2. the receiving Party can demonstrate had previously come lawfully into the receiving Party's possession from a third party under no restriction as to its use or disclosure; or
 - 7.3.3. the receiving Party can demonstrate that it developed independently without reliance on Confidential Information of the other.
- 7.4. Each Party agrees and acknowledges that damages alone may not be an adequate remedy for breach of this clause 7 and that each Party may be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this clause 7.
- 7.5. On termination of this Agreement, each Party shall (save for the extent necessary for the enforcement of any rights under this Agreement):
 - 7.5.1. return to the other Party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 7.5.2. erase all of the other Party's Confidential Information from its computer systems (to the extent possible); and

7.5.3. certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

7.6. Notwithstanding clause 7.1, Maintel may, make reasonable references to the Customer (including the use of the Customer's logo and direct quotes) as a consumer of the Services in its advertising and/or promotional literature and other materials including a press release on contract signature and video and written case studies. The Customer hereby acknowledges and agrees that any Charges for any Order are conditional upon the Customer's reasonable compliance with this clause 7.6. In the event the Customer does not agree to this clause 7.6; such exclusion, may impact the Charges offered in any Order.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. As between the Customer and Maintel:

8.1.1. with regard to Customer Equipment provided by Maintel all title and/or ownership shall vest in Maintel and its licensors until such time as Customer has made full and final payment as solely determined by Maintel unless an alternative bi-lateral arrangement is in place between the Customer and a Funder with the consent of Maintel or as otherwise specified herein; and

8.1.2. with regard to Customer Equipment provided by the Customer all title and/or ownership shall vest in the Customer unless otherwise specified herein or agreed; and

8.1.3. all Intellectual Property Rights and all other rights arising out of this Agreement shall be owned by Maintel and its licensors unless otherwise agreed in writing by Maintel. Maintel hereby licences all necessary and relevant rights to the Customer free of charge and on a non-exclusive, non-transferable, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Customer Equipment supplied by Maintel and/or the Services. This licence shall terminate if and when this Agreement expires or terminates for any reason.

8.2. The Customer unconditionally agrees to adhere to and be bound by, the terms and conditions of all Software Licences, as provided by Maintel to the Customer prior the Effective Date, relating to the Customer Equipment supplied by Maintel under this Agreement and the Customer shall have no right to assign, sublicensing or transfer such Software Licences.

8.3. Maintel warrants that its provision of any Customer Equipment supplied by Maintel and/or the Services (including such Customer Equipment supplied by Maintel that is altered, reinstalled, adjusted, repaired or otherwise modified by Maintel in the course of its provision of the Services) will not infringe any third party patent, copyright, and/or trade secret rights existing under the laws of England and Wales.

8.4. Both Parties agree to defend the other from and against any claim or action by any third party in relation to a breach of any third party intellectual property rights ("**IPR Claim**") and shall indemnify each other, subject to clause 10 of this Agreement, against all costs awarded under any final judgment, court order or settlement arising directly out of or in connection with that IPR Claim.

8.5. The indemnity at clause 8.4 above is subject to the following conditions:

8.5.1. both Parties hereby agree to give prompt notice to the other in writing as soon as the notifying party becomes reasonable aware of any IPR Claim or alleged IPR Claim; and

8.5.2. both Parties hereby agree to make no admissions (written or oral) in respect of any IPR Claim without the other Party's prior written consent; and

8.5.3. the indemnified Party must grant the indemnifying Party sole control of the defence including conducting any negotiations or litigation including defence of proceedings and/or settlement of any IPR Claim and the costs incurred or recovered in such negotiations or settled claim shall be for the indemnifying Party's account; and

8.5.4. the indemnified Party shall give the indemnifying Party all reasonable assistance requested at the indemnified Party's expense save where the infringement was directly caused by the acts or omissions of the indemnifying Party where the indemnifying Party shall pay the indemnified Party's reasonable expenses actually incurred; and

8.5.5. the Customer shall allow Maintel to modify the Customer Equipment supplied by Maintel and/or the Services, or any part thereof, so as to avoid any IPR Claim, provided that the modification does not materially affect the functionality or Charges payable for the Customer Equipment supplied by Maintel and/or the Services.

- 8.6. If the Customer Equipment supplied by Maintel and/or Services become, or in Maintel's opinion are likely to become, the subject of an IPR Claim covered by the indemnity at clause 8.4 Maintel may at its sole option either: (a) repair, replace or modify the affected Customer Equipment supplied by Maintel and/or Services so that they are no longer infringing or (b) procure the right for the Customer to continue to use the Customer Equipment supplied by Maintel and/or the Services or the relevant part thereof or if neither (a) nor (b) above are commercially reasonable, then Maintel may (c) terminate the applicable elements of the Customer Equipment supplied by Maintel and/or Services and refund to the Customer the portion of the Charges paid for that terminated element less the depreciation (calculated on a straight line basis over 3 years from the Effective Date) provided that where such termination materially impacts on the provision of the Services by Maintel to the Customer, Maintel shall compensate the Customer in respect of any losses it incurs as a result of such termination subject at all times to the limitation of liability set out in clause 10.2.
- 8.7. Where Maintel is the indemnifying Party and the Customer is the indemnified Party, the indemnity in clause 8.4 will not apply to any infringement arising from: (a) any modification, alteration, repair, adjustment or configuration made by anyone other than Maintel or under Maintel's direction or instruction; or (b) the Customer's use of the Customer Equipment supplied by Maintel and/or the Services in conjunction with software, hardware or data, where use of such software, hardware or data in combination with the Customer Equipment supplied by Maintel and/or Services gave rise to the infringement; or (c) use of any software other than the most current, unaltered update, if such claim would have been avoided by the use of such update; or (d) compliance by Maintel with designs, plans or specifications furnished by the Customer, or on the Customer's behalf.
- 8.8. Clause 8 states both Parties entire liability for infringement of any third party Intellectual Property Rights.
- 8.9. The Customer hereby warrants that it has the right to grant, and hereby grants to Maintel a revocable, non-transferable, non-exclusive unpaid right and license to use the Software for interoperability purposes, and access to all relevant computer systems in each case to the extent strictly necessary for the performance by Maintel of the Services. Furthermore, the Customer hereby licences all necessary and relevant rights to Maintel free of charge and on a non-exclusive, non-transferable, worldwide basis to such extent as to enable Maintel to perform its obligations under this Agreement. Such licence shall terminate when this Agreement expires or terminates.

9. DATA PROTECTION AND SECURITY

- 9.1. For the purposes of this clause 9, the meaning of personal data, data processor and data controller shall be determined in accordance with the Data Protection Act 2018.
- 9.2. Each Party undertakes to the other Party that it will process personal data in compliance with the Data Protection Act 2018 and the UK GDPR and any codes of conduct or guidelines issued by the relevant regulatory authorities.
- 9.3. The Customer and Maintel acknowledge that for the purposes of the Data Protection Act 2018, the Customer is the data controller and Maintel is the data processor in respect of any personal data.

- 9.4. Maintel shall process the personal data within the United Kingdom and only for the purpose of fulfilling its obligations under this Agreement and/or in accordance with the Customers reasonable instructions from time to time.
- 9.5. Maintel shall ensure its practice of information security standards is in accordance with its policy and the application of procedures set out within its ISO27001 certified information security system manual.
- 9.6. Definitions:

"Affiliate"	means an entity that owns or controls, is owned or controlled by or is under common control or ownership with Supplier or Customer (as applicable), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
"Applicable Laws"	means (a) EU Data Protection Laws and European Union or Member State laws with respect to any Customer Personal Data in respect of which any Customer is subject; and (b) any other codes of conduct or guidelines promulgated under such laws; (c) the UK GDPR and (d) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject.
"Customer Personal Data"	means any Personal Data Processed or used or intended to be used as part of a filing system by a Contracted Processor on behalf of a Customer pursuant to this Agreement.
"Contracted Processor"	means supplier or a subprocessor.
"Data Protection Laws"	means, to the extent applicable, the data protection or privacy laws of any other country.
"EU Data Protection Laws"	means the laws regarding data protection and privacy as issued and/or implemented by European Union, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.
"UK GDPR"	means the UK General Data Protection Regulation and any amendments thereto and replacements thereof; as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

- 9.7. For the avoidance of doubt, any definitions used in the Applicable Laws shall have the same meaning and construction within this clause.
- 9.8. Each party hereby undertakes to comply with (or cause its Affiliates to comply with) any and all provisions of the Applicable Laws when discharging its obligations under this Agreement.
- 9.9. Each party recognises that compliance with Applicable Laws includes responsibilities in relation to any relevant third party suppliers and/or subcontractors.

Processing of Customer Personal Data

CONSENT

- 9.10. Each Party, on its own behalf and on behalf of its Affiliates, hereby unequivocally and with full knowledge of its obligations under the Applicable Laws will;

- 9.10.1. provide consent to the processing of data by the other Party which is required for such Party to exercise its rights and meet its obligations, pursuant to this Agreement and/or the Applicable Laws; and
 - 9.10.2. obtain appropriate written consent from relevant data subjects; and
 - 9.10.3. promptly notify the other Party of any withdrawal of Consent by any relevant Data Subject; and
 - 9.10.4. confirm that it will only process data as necessary to comply with the legal obligations of such party; and
 - 9.10.5. in circumstances where consent is not appropriate or reasonable to obtain shall rely on and fully abide by one or more of the grounds for lawful processing such as legitimate interests and/or performance of a contractual obligation etc. In such circumstances the processing Party shall inform the other of same promptly and in writing and do all that is otherwise required to fully comply with the Applicable Laws.
- 9.11. Where required Maintel will advise the Customer that personal data may be transferred to a country or organisation outside of the EEA and confirm that appropriate security safeguards are in place.
- 9.12. For the avoidance of doubt the Customer hereby acknowledges and agrees that failure to provide the required personal data may result in an interruption to the contracted deliverables.
- 9.13. Each Party confirms that:
- 9.13.1. It shall provide details of its Data Protection Officer as applicable; and
 - 9.13.2. It will retain the personal data for no longer than is necessary; and
 - 9.13.3. It will comply with fair and transparent processing requirements included in the Applicable Laws;
 - 9.13.4. To the extent that it intends to transfer the personal data to a third country, it will ensure adequacy conditions in compliance with the Applicable Laws.
- 9.14. As required by clause 9.13 the following information is provided:
- 9.14.1. The Data Protection Officer details are:
 - For Maintel:
 - Head of Legal
 - Email: GDPR@Maintel.co.uk
- 9.15. The period of time the personal data shall be stored, which unless otherwise agreed in writing, shall be the full term of this Agreement, as amended, plus an additional 7 years.
- 9.16. The information required by the data subject to enable each Party to meet the data subjects' rights, under the Applicable Laws are:
- 9.16.1.1. Right of access by the data subject
 - 9.16.1.2. Right to rectification
 - 9.16.1.3. Right to restriction of processing
 - 9.16.1.4. Right to data portability
 - 9.16.1.5. Right to object
 - 9.16.1.6. Right to erasure
- 9.17. For the purposes of clarity, the relevant supervisory authority is the Information Commissioner's Office to which the Customer has a right to raise a complaint if required.

10. LIMITATION OF LIABILITY

- 10.1. Both Parties accept unlimited liability for:

- 10.1.1. death or personal injury caused by its negligence; or
- 10.1.2. fraud or fraudulent misrepresentation; or
- 10.1.3. any other act or omission for which liability cannot be limited by law.
- 10.2. Subject to clause 10.1 Maintel's entire liability to the Customer in respect of all losses arising out of or in connection with Maintel's performance or non-performance of its obligations under this Agreement;
 - 10.2.1. in respect of damage to real property shall be limited to £2,000,000 (two million pounds) for each event or series of connected events; and
 - 10.2.2. in respect of any and all indemnities, other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event in any year exceed the Charges paid by the Customer in such year, for the Service(s) directly giving rise to such claims, losses or damages.
- 10.3. Subject to clause 10.1 and in respect of payment of the Charges by the Customer, neither Party shall be liable to the other Party, whether in contract, tort (including negligence) or otherwise for loss of revenue, loss of profit, loss of goodwill, loss of reputation, loss of anticipated savings, loss of business, loss, corruption or destruction of data, loss of contracts or any indirect, special or consequential loss or damage.
- 10.4. In no event will Maintel have any liability for non-provision or delay in the provision of the Customer Equipment supplied by Maintel and/or Services which can be attributed to the acts or omissions of the Customer, its employees, sub-contractors, agents or customers; and/or occurs during any period of scheduled maintenance.
- 10.5. Both Parties shall use their reasonable endeavours to mitigate any loss, damage, liability, expenses and costs suffered by them under or arising out of this Agreement.
- 10.6. Maintel excludes all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any fraudulent use of the Customer Equipment supplied by Maintel and/or Services by the Customer's officers, agents or employees or any third party including any officers, agents or employees of a third party.

End User Content Indemnity.

- 10.7. The Customer acknowledges and agrees that Maintel does not own or have any control over the content, security or any other aspect of any data, information or material that the Customer enters, uploads or otherwise supplies to Maintel in the course of using the Services ("**End User Content**"). The Customer shall indemnify, defend, and hold Maintel harmless from any damages incurred by or asserted against Maintel related to, arising out of or in connection with End User Content, including without limitation, any claims: (a) that such End User Content violates or misappropriates the intellectual property or other rights of any third party; (b) in respect of the integrity, deletion, destruction, damage, loss or failure to store End User Content; and (c) any claims in respect of the Customer's use or misuse of End User Content or disclosure of End User Content to third parties; or (d) the Customer's collection or receipt of such End User Content. This clause is excluded from any limitation of liability or limitation of damages provision set out in the Agreement.

11. WARRANTY

- 11.1. Maintel warrants that the Services under this Agreement will be performed with reasonable skill and care; in accordance with all applicable regulations; using suitably qualified personnel; and in accordance with the service description set out in the Schedules. The warranty is valid for a period of 90 (ninety) days from the date of performance of the relevant Services.
- 11.2. Maintel warrants that the hardware supplied by Maintel under this Agreement will be free from defects of workmanship and materials for a period of 90 (ninety) days from the latter of the date of Delivery or the RFS Date (if relevant). All handsets supplied by Maintel and forming the

Customer's Mobile estate will benefit from a one (1) year comprehensive replacement warranty, covering all aspects of mechanical or electronic failure.

- 11.3. Maintel warrants that the software (where Maintel is the developer) supplied by Maintel under this Agreement will operate substantially in accordance with the functional specification supplied with the software and that it will be free from material defects for a period of 90 (ninety) days from the date of Delivery.
- 11.4. Maintel shall use reasonable endeavours to transfer to the Customer the benefit of any third party warranty given to Maintel in respect of any third party hardware and software supplied by Maintel under this Agreement.
- 11.5. Where the Customer makes a valid claim under a warranty set out in:
 - 11.5.1. clauses 11.1 to 11.3, Maintel shall, within a reasonable time, and at its option either: repair or replace any such hardware; correct any defects in such software; re-perform any Service to the extent it considers necessary to remedy any defect; or refund the Customer the amount paid for the affected hardware, software and/or Service.
 - 11.5.2. clause 11.4, Maintel shall (where agreed with the Customer) manage such claim provided the Customer has complied with the conditions of the warranty.
- 11.6. Both Parties agree that the warranties set out in this clause 11 are in lieu of and exclude all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality or fitness for any particular purpose to the fullest extent permitted by law. The actions set out in this clause 11 shall be the Customer's sole remedy in respect of all warranties under this Agreement.
- 11.7. Maintel does not warrant that the hardware and software supplied by Maintel and/or the Services will prevent the fraudulent intrusion or hacking and the Customer shall be fully responsible for putting in place adequate security measures to prevent the fraudulent use of the Customer Equipment and/or the Services including without limitation hacking, toll fraud, rogue dialling or any other form of fraud that causes the Customer to incur charges of which the Customer is not aware.
- 11.8. Maintel shall not assume any liability whatsoever arising from or in connection with any fraudulent use of Customer Equipment and/or any other equipment and/or the Services provided under this Agreement save to the extent that such fraudulent use results directly from wilful misconduct on the part of Maintel.
- 11.9. Maintel specifically denies any implied or express representation that the Customer Equipment supplied by Maintel will be fit to operate in conjunction with any other hardware item or software products other than with those hardware items and software products that are identified in an Order; to operate uninterrupted or error-free; or to have all program defects corrected.
- 11.10. Maintel's obligations under this clause 11 do not extend to any defect caused by fair wear and tear; deliberate, negligent or accidental damage by the Customer or a third party; use or modification unless approved by Maintel in writing; or hacking, virus or malicious computer program.

12. ESCALATION AND DISPUTE RESOLUTION

- 12.1. Any dispute which arises between the Parties as to this Agreement or the performance of the Parties' respective obligations under this Agreement, shall first be discussed, and if possible, resolved by appointed representatives of each Party.
- 12.2. If such representatives fail to resolve the dispute then either Party, by giving notice in writing to the other, may enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the Parties, or in default of such agreement within seven (7) days of receipt of such request, appointed at the request of either Party by the UK Centre for Dispute Resolution (CEDR) or such other similar body as is agreed.

13. FORCE MAJEURE

- 13.1. Neither Party will be liable, except as specified in this clause, for any failure to perform, delay in performing or imperfect performance of any obligation under this Agreement, except for failure to pay the Charges; subject to clause 13.2.
- 13.2. Charges shall not be payable where a legislative requirement (including quarantine requirements) and/or directive and /or restriction arising as a direct result of a pandemic outbreak. This provision shall be commensurate with and limited to the extent of time such pandemic event impacts the Customers ability to pay.
- 13.3. If either Party is affected by the restrictions imposed by government controls, as a direct result of a pandemic, it shall promptly notify in writing, the other Party of the nature of the effect, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance. For the avoidance of doubt, where a Party places the other on notice pursuant to this clause, the other party shall not unreasonably withhold or delay the acceptance of the notice.

14. SUSPENSION OF SERVICES

- 14.1. Maintel reserves the right to suspend the Services without liability to the Customer with immediate effect upon notice to the Customer in the event that:
 - 14.1.1. Maintel reasonably believes or has cause to believe that the Services are being used in an unauthorised or illegal manner;
 - 14.1.2. the Customer is in material breach of any of its obligations under this Agreement;
 - 14.1.3. any regulatory authority requires Maintel to suspend the Services;
 - 14.1.4. the Customer fails to make payment within 30 (thirty) days of the due date for such payment, provided always that Maintel has notified the Customer that such payment is overdue; or
 - 14.1.5. to carry out maintenance.

15. TERMINATION

- 15.1. Any individual Order may be terminated for convenience by either Party following expiry of that Order's Initial Term, giving not less than 90 (ninety) days prior written notice to the other Party, to expire on the anniversary of the RFS Date of that Order, save where Mobile Services are delivered.
- 15.2. Either Party may terminate this Agreement, without prejudice to its other rights or remedies, immediately following written notice if the other Party:
 - 15.2.1. is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy, or that other Party has failed to remedy that breach within 30 (thirty) days after receiving written notice requiring it to do so; or
 - 15.2.2. has committed an act of bribery directly linked to this Agreement.
- 15.3. In the event the Corporate Insolvency and Governance Act 2020 applies, the Parties hereby agree to promptly enter into reasonable discussions to mitigate and resolve any potential losses (financial or otherwise) for either Party. The Parties recognise that the application of the Corporate Insolvency and Governance Act 2020 may place unreasonable hardship on Maintel in certain circumstances and that the Parties will act in good faith to mitigate same (within the meaning of section 233B (5)(a-c).
- 15.4. In the event of termination of this Agreement by Maintel either as a result of a breach by the Customer under clause 15.3 or 15.4 above or any other such termination, as invoked by the Customer (save for termination as a result of Maintel's breach):
 - 15.4.1. the Customer shall immediately pay to Maintel the Early Termination Fee and/or the relevant Minimum Commitment (depending on the Services) as applicable; and

- 15.4.2. all rights granted to the Customer under any licence granted in this Agreement shall cease and the Customer shall cease all activities authorised by the applicable licence; and
- 15.4.3. to the extent that any Customer Equipment supplied by Maintel has not been paid for in full Maintel may exercise its right to reclaim the Customer Equipment supplied by Maintel as set out in the Schedules.
- 15.5. Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at the date of termination.
- 15.6. On termination of this Agreement, the Customer shall permit Maintel to recover any items of Maintel's property on the Customer Site(s) without delay.
- 15.7. On termination of this Agreement for any reason, Maintel may submit invoices for any Charges not yet invoiced and the Customer shall immediately pay these invoices and any outstanding unpaid invoices together with interest due to Maintel.
- 15.8. On termination of this Agreement by the Customer for any reason prior to the expiry of any (i) Initial Term, (ii) extended term, (iii) Resign term or (iv) term of any Order(s), the Customer shall:
 - 15.8.1. pay to Maintel an Early Termination Fee together with any interest due; and
 - 15.8.2. complete and return to Maintel the Cease Notification Form (available on request, within the termination notice period as set out within this Agreement.
- 15.9. Other than as set out in this clause, neither Party shall have any further obligation to the other under this Agreement after its termination.
- 15.10. For the avoidance of doubt and where applicable, on termination of this Agreement for any reason the Customer shall be bound by any minimum Service commitment/term, and the respective payments for same, purchased by Maintel specifically to provide the Services to the Customer.
- 15.11. In the event and reasonable opinion of Maintel, this Agreement becomes commercially unviable; Maintel may terminate this Agreement by providing 90 (ninety) days' notice to the Customer or as otherwise agreed between the Parties.
- 15.12. The following clauses shall continue to apply after the termination of this Agreement: clauses 1, 4, 7, 8.1, 8.2, 9, 10, 11, 12, 15, 16, 19, 21 and 22.

16. NOTICES

- 16.1. Any notice to be served on Maintel by the Customer under this Agreement shall be in writing and delivered as an attachment to an email to legalenquiries@maintel.co.uk or to any other address notified in writing to the Customer. The attachment shall be either:
 - 16.1.1. a Customer letterhead; or
 - 16.1.2. an otherwise authorised/recognised form (to protect the Customer from unauthorised notifications).
- 16.2. Any notice to be served on the Customer by Maintel under this Agreement shall be in writing and delivered either email to a nominated email address (or in the absence of a nominated email address) to a recognised email address of the Customer, via the Portal or the Master Services landing webpage.
- 16.3. Notices delivered by hand during Business Hours will be served on the day they are delivered. Notices sent by first class post will be deemed served on the second Business Day after the date they are posted.

17. INSURANCE

- 17.1. Maintel shall during the term of this Agreement maintain in force an insurance policy or policies which cover(s) the following:

- 17.1.1. Employers' Liability £5,000,000 (five million pounds) in any one occurrence;
 - 17.1.2. Public/Products Liability the lower of i) up to five (5) times the total Order form value or ii) £2,000,000 (two million pounds) in the aggregate;
 - 17.1.3. Professional Indemnity the lower of i) up to five (5) times the total Order form value or ii) £2,000,000 (two million pounds) in the aggregate.
- 17.2. The Customer shall have adequate cover for any equipment or software equitably owned or leased by them (which may or may not form part of the Customer Equipment as defined herein, for example equipment installed in data racks) but may fall under the control of either Party or form part of the provision of Services herein. For the avoidance of doubt the cover required under this clause 17.2 shall be sufficient to meet any liability and/or loss that may flow from such Services.
- 17.3. Each Party shall supply evidence of such policy or policies to the other Party within 10 (ten) Business Days of a written request by the other Party.

18. ASSIGNMENT

- 18.1. Neither Party may assign the whole or any part of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed and provided that in respect of assignment by the Customer the Customer has paid all Charges owed to Maintel and is not otherwise in breach of this Agreement). Maintel may assign the whole or any part of this Agreement or any of its rights or obligations hereunder to Maintel Holdings plc or any subsidiary or affiliate of Maintel Holdings plc (as defined in the Companies Act 2006) or another company within the Group (as defined by the Companies Act 2006) without the prior written consent of the Customer provided the new supplier enters into a deed of novation.

19. NON-SOLICITATION

- 19.1. Recognising that this Agreement will bring the Customer's employees to Maintel's attention and Maintel's employees to the Customer's attention, the Parties agree that during the term of this Agreement, and for a period of 12 (twelve) months after this Agreement has expired or has been terminated for any reason whatsoever, neither Party will directly, or by use of an agent, induce or try to induce any respective employees of the other Party to leave their current employer except with the consent of the CEO of the current employer.

20. ANTI-BRIBERY

- 20.1. For the purpose of this Clause 20, the meaning of adequate procedures and foreign public official shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.
- 20.2. Both Parties:
- 20.2.1. shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 20.2.2. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 20.2.3. shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010;
 - 20.2.4. shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

- 20.2.5. warrant that they have no foreign public officials as officers, employees or direct or indirect owners at the Effective Date of this Agreement and agree to immediately notify the other Party if during the validity of this Agreement a foreign public official becomes an officer or employee or acquires a direct or indirect interest.
- 20.3. Either Party shall, upon the reasonable written request of the other Party provide such supporting evidence of compliance with this clause 20 as may be reasonably required.
- 20.4. In the event that the Customer sub-contracts the provision of any element of this Agreement to any person, or receives any services in connection with its performance of the Agreement from any person, (each such person being an "**Associated Person**"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Customer in this Agreement.
- 20.5. The Customer shall be liable to Maintel for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Customer has failed to impose such obligations, the obligations that the Associated Person would be under if the Customer had complied with the obligation under this clause) as if such acts or omissions were those of the Customer itself.
- 20.6. The Customer shall indemnify Maintel against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Maintel as a result of any breach of this clause 20 (Anti Bribery) including any liability that the Customer has to Maintel by virtue of the acts or omissions of any Associated Person.

21. AUDIT

- 21.1. Maintel hereby agree for the Customer to perform an annual audit of Maintel, pursuant to this clause 21:
- 21.1.1. An audit shall be agreed in advance between the Parties and such agreement shall confirm the scope and procedure of the audit; and
- 21.1.2. The annual audit shall require no more than four (4) hours of Maintel time; and
- 21.1.3. The audit shall reasonably rely on i) the provision of Maintel (business practice) standard certifications (including Maintel security certificates); ii) readily available information from public sources and iii) the Maintel website.
- 21.2. An audit which, at Maintel's sole determination, is expected to exceed the provision of Maintel standard certifications and publicly available information, will be chargeable on a Maintel professional services hourly rate. Costs for such shall be borne by Customer, unless agreed otherwise in writing.

22. ENTIRE AGREEMENT

- 22.1. This Agreement together with the Schedules to it (together with any variations and/or amendments) constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, agreements and representations, whether oral or written and whether or not made by the Customer and Maintel. The Parties have had equal opportunity to take legal advice and the contra proferentem rule shall not apply to the interpretation of this Agreement. Neither Party places any reliance on any representation, warranty or other statement relating to the subject matter of this Agreement save as expressly set out in this Agreement.
- 22.2. Neither Party shall have any liability or remedy in tort in respect of any representation, warranty or other statement (including any contained in this Agreement) being false, untrue, inaccurate or incomplete unless it was made fraudulently except to the extent that either Party has any outstanding liability to the other under a previous arrangement or contract.
- 22.3. If any other document, such as a purchase order, invoice or confirmation contains terms that are in addition to, inconsistent or in conflict with the terms of this Agreement, the Parties hereby

agree that such terms shall be null and void and the terms of this Agreement shall prevail in their entirety.

- 22.4. Both Parties hereby agree to contract the Services specified herein, for the duration specified in herein, unless otherwise agreed.

23. MISCELLANEOUS SECURITY

- 23.1. Maintel hereby agrees to assist the Customer, on a reasonable endeavours basis only where the Customer has not purchased the ICON Secure Services with the appropriate Service Options but has suffered a security attack to their network (such as a DDoS or malware attack)
- 23.2. Where the Customer is/has been subject to such attacks in clause 23.1; Maintel reserve the right to mitigate the risk to their own network by the suspension of Services to the Customer where Maintel have reasonable grounds to do so.
- 23.3. Maintel shall undertake any applicable penetration tests on the network infrastructure from time to time during the term of this Agreement. The Customer shall not perform any type of penetration testing.
- 23.4. In order to recognise, contain, manage and/or resolve (at the sole determination of Maintel) IT security risks; Maintel reserve the reasonable right to perform the following:
- 23.4.1. vulnerability scans;
 - 23.4.2. emergency patch management;
 - 23.4.3. quarantining of devices
 - 23.4.4. quarantining of elements of a network;
 - 23.4.5. give reasonable instructions to the Customer to mutually protect both Parties.
- 23.5. Pursuant to clause 23.4, Maintel shall take such measures with as little disruption to the Customer as reasonably possible. The Customer also hereby acknowledges and agrees that any remedial action suggested by Maintel, shall be actioned or implemented within thirty (30) days or as otherwise agreed) of such communication. Where any remediation action shall exceed the thirty (30) days for any reason, the Customer shall supply Maintel with their alternative remediation plan within forty-eight (48) hours of the communication from Maintel, pursuant to clause 23.4.
- 23.6. In no event shall Maintel be responsible or liable whatsoever, for the Customer failing to apply the instructions, guidance or remedial actions set out in any communication to the Customer under this clause 23.
- 23.7. For the avoidance of any doubt, Maintel takes no responsibility for any PCI/Cardholder data within the environment.

GOVERNING LAW

- 23.8. This Agreement shall be governed by the laws of England and the Parties hereby submit to the jurisdiction on the English courts.

THIRD PARTY RIGHTS

- 23.9. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

WAIVER

- 23.10. Failure or delay of either Party to enforce its rights hereunder shall not be deemed a waiver of such or any other right, including the right to enforce a subsequent breach of the same obligation. This Agreement, or any rights or obligations hereunder, may be amended, waived or modified only in writing and signed by the Parties.

SEVERENCE

23.11.If any provision of this Agreement is to be held by any court of competent jurisdiction to be contrary to applicable law and/or unenforceable, such provision shall be considered severed from this Agreement but all remaining provisions shall continue and remain in full force and effect.

CUMULATIVE NATURE OF REMEDIES

23.12.Unless there is express provision to the contrary in this Agreement, no remedy conferred by any terms of this Agreement is intended to be exclusive of any other remedy available under this Agreement or at law. Each and every remedy is cumulative and is in addition to each and every other remedy available under this Agreement or existing at law (whether in equity, by statute, at common law or otherwise).

INDEPENDENT CONTRACTOR

23.13.Maintel and the Customer shall remain independent contractors and nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, will make any Party the agent or employee of the other nor will it create a partnership, joint venture or employment relationship between the Parties.

COUNTERPARTS

23.14.This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each of the Parties has executed at least one counterpart.

POLICIES

23.15.To the extent reasonably necessary Maintel will use all reasonable endeavours to comply with the Maintel policies (as amended from time to time, available on request)

The following Schedules are incorporated into this Agreement by reference and as set out in an Order:

Schedule Description	
Private Cloud	Schedule A1: ICON Communicate
	Schedule A2: ICON Now
	Schedule A3: ICON Connect/Gateway
Public Cloud	Schedule B1: Gamma Horizon & Gamma Contact
	Schedule B2: Genesys Cloud Services
	Schedule B3: RingCentral Services
	Schedule B4: ICON Teams & SIP Connector Service
LAN	Schedule C1: ICT Supply and Support (with Chatbot)
WIFI	Schedule D1: Fixed Line data
	Schedule D2: ICON Secure
SIP	Schedule E1: SIP Services
Airtime	Schedule F1: Mobile Services (VMO2)
	Schedule F2: Mobile Services (Three) - INDIRECT
	Schedule F3: Mobile Services (Wholesale)
	Schedule F4: Mobile Services (Vodafone)
WAN & Co-Lo	Schedule D1: Fixed Line data
Calls & Lines	Schedule G1: Calls and Lines (Inbound and Outbound)
	Schedule G2: Telecoms Expense Management & Consultancy Services
Cyber Security	Schedule H1: Managed Detection Response Services (Reliance)

SCHEDULE H1 MANAGED DETECTION AND RESPONSE SERVICES

1. Definitions

1.1. In this Schedule the following words and expressions shall have the meanings set out below.

"Acceptance Test"	means the tests required to determine whether the Acceptance Criteria have been satisfied as specified or referred to in an Order, High Level Design or a Statement of Work.
"Acceptance Criteria"	means the criteria as specified or referred to in the applicable Order, High Level Design or a Statement of Work.
"Availability"	means, in relation to the ICON Core: i) the SIP trunk provision from the PSTN into the IPT Core where an alternative carrier solution has been procured by the Customer from Maintel; and ii) the operation of the IPT Core, such that telephone calls could be made and/or received through the IPT Core.
"Billing Date"	means the commencement date for billing which may be three (3) months post the Effective Date for the Services, unless otherwise agreed.
"Cancellation Charges"	the Charges set out in an Order, High Level Design or a Statement of Work.
"Change"	an amendment to the material scope, nature, volume, Charges and/ or execution of the Services.
"Change Control Note"	means the written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.
"Change Control Procedure"	means the procedure for agreeing a Change, as set out in this Schedule.
"EDR"	means endpoint detection and response.
"Ready for Service Date"	means Service Commencement or the date as otherwise agreed and stipulated in an Order, High Level Design and/or a Statement of Work where Services are made available for use by the Customer.
"Overage Charges"	means the occurrence of additional Charges, payable by the Customer, where the minimum contracted limit/allowance for a Service has been exceeded.
"Reliance"	means Reliance Cyber Limited (company number 04924133), who are the primary Maintel third party provider, utilised to deliver the cyber Services set out in this Schedule.
"Service Commencement"	means the date and/or criteria (as applicable) agreed between the Parties as defined by an Order, High Level Design or a Statement of Work, as to when service revenues become due. Where not clearly defined, Service Commencement shall be mutually agreed at a kick off workshop held following the execution of either the Order, High Level Design or Statement of Work.
"Statement of Work"	means a statement of work completed and signed by both Parties for the provision of Services by the Supplier to the Customer and in accordance with the procedure and the form agreed between the Parties.
"SOAR"	means Security Automation & Orchestration which is the automation of triaging, investigating and responding to Security alerts.

2. Service Overview

Manage, Detection and Response (MDR) Service

- 2.1. The MDR Service enables the Customer to take advantage of their existing security tools (where such are in place); through alignment of the Customer's existing cyber security defences. The MDR service provides the ability to promptly identify, mitigate and defend against threats and threat actors.
- 2.2. MDR Services are offered in a tiered service model, enabling the Customer to procure the Services that best meets their needs. The tiered service model is available in the following three (3) tiers:

Table 1

Tier Level	Description of Tier
Tier 1	<p>Core Service – Providing the basis for all MDR services and delivering actionable intelligence as a result of the analysis of the captured security event information.</p> <p>Monthly Service call with Maintel CXM to review logged incidents, general update on cyber security and an opportunity to engage directly with the Reliance deep technical resources.</p>
Tier 2	<p>Enhanced Service – Building on the above Core Service; this provides a greater level of client specific data enrichment with alerts being able to match client specific conditions.</p> <p>Fortnightly Service call to review logged Incidents, general update on cyber security and an opportunity to engage directly with our deep technical resources.</p>
Tier 3	<p>Bespoke Service – Building on the above Enhanced Service; this provides the greatest level of bespoke service tailoring, providing use cases adapted to the clients.</p> <p>Weekly Service call to review logged Incidents, general update on cyber security and an opportunity to engage directly with our deep technical resources.</p>

- 2.3. Further service tiers are available for procurement as set out in the Operational Services section below.

3. Special Terms

Equipment

- 3.1. Customer Equipment not supplied by Maintel will only be taken into support following Maintel's maintenance acceptance tests.

Termination Charges

- 3.2. If the Customer cancels or re-schedules any MDR Services specified in an Order, Maintel may charge the Customer the applicable cancellation Charges. Maintel shall invoice the Customer at the end of the relevant month for any cancellation Charges incurred in that month.
- 3.3. The table below sets out the cancellation Charges that shall be payable by the Customer to Maintel in accordance with this Schedule and such cancellation Charges shall apply subject always to any specific terms set out in an Order:

Table 2

Cancellation Notice Period	Cancellation Charges
Less than one (1) Business Day prior to the date on which the relevant Services are to be performed	100% of the Charges for such Services
Between one (1) Business Day and five (5) Business Days prior to the date on which the relevant Services are to be performed	50% of the Charges for such Services
Between six (6) and fifteen (15) Business Days prior to the date on which the relevant Services are to be performed	25% of the Charges for such Services

4. Implementation Services

- 4.1. Any delivery dates for the Implementation Services are estimates only and Maintel does not warrant the delivery schedule or accept any liability for late delivery.
- 4.2. If the Customer has failed to perform the Customer Obligations (as detailed within this Agreement) or any third party (other than a Maintel supplier or sub-contractor) over whom Maintel has no control causes any delay in the Implementation Services which results in Maintel being exposed to additional third-party costs; Maintel may make an additional charge to the Customer to cover such additional costs.
- 4.3. Following execution of this Agreement Maintel shall, at Maintel's option, prepare a PDD. Once prepared Maintel shall provide the draft PDD to the Customer for the Customer's approval (such approval not to be unreasonably withheld or delayed). Where the Customer suggests changes to the PDD, Maintel shall act reasonably in considering and, where appropriate, amend the PDD to take account of the same. Once executed by the Parties, the PDD shall become binding on the Parties.

THE CUSTOMER'S OBLIGATIONS

- 4.4. The Customer shall, at its cost, prepare the Sites in accordance with the PDD and any reasonable instructions given by Maintel in preparation for the Implementation Services and thereafter shall take whatever steps necessary or advisable to ensure the Site remains in a suitable condition to allow the Implementation Services to progress in accordance with the agreed dates. This to include the provision of any required virtual infrastructure.
- 4.5. The Customer shall obtain all permissions, licences and consents necessary for the Implementation Services at Customer Sites, and/or any other work to be carried out by Maintel. Maintel shall advise the Customer in writing if at any time Maintel become aware of any requirement for the Customer to have any such permission, licence or consents.
- 4.6. The Customer will provide Maintel with remote access to all essential areas of the Customer's network to enable the implementation and management of the Service. Maintel will work with the Customer to define the access methods, and audit requirements to protect the Customer and Maintel networks.

5. Operational Services: Service Levels, Features and Options

- 5.1. Reliance will monitor all alerts generated in the SIEM 24/7/365. The MDR service includes all priority levels assigned in the SIEM. Reliance analysts will triage and investigate alerts raised by the Customer and seek potential indicators of compromise. Where an alert is

deemed as requiring escalation to the Customer, the Reliance analyst will escalate through the ticketing platform as discussed and set out during the implementation phase and as updated (as appropriate) throughout the lifecycle of the engagement.

- 5.2. A Customer Experience Manager (CXM) may be assigned to the Customer upon procurement of the MDR Services, to offer the Customer assistance.
- 5.3. The following table provide the Service Levels for Incident notification and response which shall be provided from Reliance direct to the Customer:

Table 3

Priority	Impact	Notification	Update within
P1	Critical	30 minutes	1 hour
P2	High	60 minutes	2 hours
P3	Medium	4 hours	4 hours
P4	Low	12 hours	12 hours

- 5.4. Reliance will configure health monitoring for all logs ingested to the SIEM. Where a log source has failed the Customer will be notified via email. For critical log sources such as firewalls and domain controllers, Reliance will configure separate monitoring to ensure notification of failures, thereby enabling resolutions in a timely manner. In some cases, Maintel, Reliance and the Customer may be required to resolve the issue or Customer specific action may be required, to fix any issues identified.
- 5.5. The CXM will provide quarterly Service Reviews for a deep dive into the Customer environment and any resultant requirements to tailor the MDR service. This review will include a review of all log sources for relevance and criticality.
- 5.6. The following additional service tiers available to the Customer, subject to additional Charges for same are set out below:

Table 4

Tier Level	Description of Tier
Phishing (PhishER)	<p>As an optional paid service, Maintel's third party will perform a Security Review for emails submitted to the MDR team by the Customer's security team from the Customer's users (this is not a direct to user service).</p> <p>Where a malicious email has been identified, the Customer will be notified if there are any actions to be taken.</p>
EDR Management (Defender for Endpoint or Cynet)	<p>As an additional paid service option, Maintel's third party will manage the Customer's EDR environment if it is Microsoft Defender for Endpoint.</p> <p>Maintel's third party can also provide an EDR solution in the form of Cynet EDR/XDR, in which management is included in the cost.</p> <p>Maintel's third party can still take in feeds, logs, and alerts from these or other EDR tools, this option is specifically around the management of the toolset.</p>

Service Exclusion

- 5.7. In the event:

- a) the Customer refuses to provide any such assistance to Maintel and/or Reliance as set out above; and/ or
- b) The Customer refuses or fails to follow the reasonable advice as provided by Maintel and/or Reliance, as set out above;

Maintel shall not be liable in any form to the Customer, for any failure to fulfil its obligations or for any adverse impact or consequences that flow from same; where such obligations are impeded by the Customers refusal to provide assistance or follow advice pursuant to this provision.

6. Service Availability

- 6.1. The MDR Service is based on continuous monitoring and response, as such, Service availability is not applicable.

7. Major Version Upgrades

- 7.1. Not Applicable.

8. Planned and Emergency Maintenance

- 8.1. Not Applicable.

9. Backups

- 9.1. Any customer data held by Reliance on Reliance's own infrastructure shall be backed up every 24 hours. This includes:

- Documentation stored on M365 SharePoint
- Incident and Request data in Service Now
- Incident data in Chronicle SOAR
- Configuration files from networking devices; such VPN tunnel configuration between Reliance and Maintel

Data ingested into Microsoft Sentinel is covered by Microsoft's own resilience, to protect against data loss.

10. Charges

Implementation Services

- 10.1. One-off set up Charge for the Service creation and migration.
- 10.2. The Charges for the Implementation Services are set out below and, in the Order(s).
- 10.3. Maintel shall invoice all elements of the Implementation Services, in line with the 'Order value' (as specified below) and contained within each Order independently.

TABLE 10: Billing Profile

Order Value	Payment Profile	Payment Profile Order Reference
Above £250,000	50% upon execution of this Agreement, 40% on RFS Date of the first or pilot Site, or model office readiness Delivery and 10% upon completion of final Site installation. Unless otherwise agreed in writing between the Parties.	PP1

£30,000 - £250,000	50% upon execution of this Agreement, 40% on RFS Date of the first or pilot Site, or model office readiness Delivery and 10% upon completion of final Site installation.	PP2
£15,000 to £30,000	50% on acceptance of the Order and 50% on Delivery and/or completion of the Implementation Services (whichever occurs soonest, as determined by Maintel)	PP3
£15,000 or less	100% of Charges due on Customer acceptance of the Order	PP4

10.4. Where PP1 or PP2 apply (as set out in the above table), the final 10% of any rollout/delivery shall be due and payable by the Customer upon the final element of the Services being provided. For the avoidance of doubt, Maintel shall have the right to invoice with no contingency upon any UAT/SAT or backstop dates; save where agreed otherwise in writing, via a variation agreement to this Agreement. The Customer shall not unduly withhold or delay payment for the final 10% payment.

10.5. Where Charges are calculated on a time and materials basis:

10.5.1. Maintel's daily fee rates are calculated based on a 7.5-hour day, worked during Business Hours;

10.5.2. Maintel shall be entitled to charge an overtime rate for work completed outside of normal Business Hours (for example weekends and bank holidays).

10.6. Any increase in the Charges pursuant to this Agreement shall affect:

10.6.1. the Order Charges (to the extent that they are calculated in accordance with the Charges) in an Order in force at the date the increase takes effect, such increase not to be applied more than once annually;

10.6.2. the Order Charges (to the extent the increase is based on an increase in third party costs) in an Order in force at the date the increase takes effect, such increase not to be applied more than the frequency of any increases announced by a third party; and

10.6.3. the calculation of the Order Charges for an Order entered into after the date the increase takes effect.

Operational Services

10.7. The Charges for the Operational Services are set out below and where relevant in a subsequent Order.

10.8. Maintel shall invoice the Operational Services in respect to:

10.8.1. MDR services are billed in advance either monthly, quarterly, or annually (as set out in an Order). Where these are not set out in the Order such will be invoiced annually in advance;

- 10.8.2. the Minimum Commitment element of all other Operational Service Charges shall be invoiced either annually in advance or monthly in advance (as determined on the Order form). In the event such is not identified on the Order form, payment shall be invoiced annually in advance.
 - 10.8.3. all Overage Charges for any element of the Service, as detailed in the Order, shall be invoiced monthly in arrears.
 - 10.8.4. Maintel reserve the right to pass on to the Customer any Charges reasonably incurred in the delivery of the Services when such charges are incurred by Maintel (inclusive of Overage Charges).
- 10.9. For the avoidance of doubt, Maintel shall Charge the Customer for any 'call out' together with any parts used at its current rates. Maintel will provide a carrier fault reference which can be used by the Customer, to reclaim the cost that Maintel has charged the Customer from the carrier. Maintel cannot accept responsibility where the carrier refuses to cover all of these costs.
- 10.10. The Order Charges exclude the following:
- 10.10.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Maintel engages in connection with the Services; and
 - 10.10.2. the cost to Maintel of any materials or services procured by Maintel from third parties for the provision of the Services as such items and their cost are set out in the Order,

Maintel shall invoice the costs as set out in this clause to the Customer monthly in arrears.

11. MINIMUM COMMITMENT

Not applicable to the MDR Service.

12. Change Control

- 12.1. Any changes of Services proposed or purported to be implemented other than in accordance with the Change Control Procedure set out in this Schedule shall be null and void and Maintel shall have any liability in respect of them.
- 12.2. The Parties shall conduct all discussions relating to any proposed Changes to the Services in good faith and no Change shall be effective unless and until the applicable Change Control Note has been approved and fully signed by the Parties.

Procedure

- 12.3. Either Party may propose a Change by submitting a written request for Change as set out in an agreed form.
- 12.4. Where Maintel submits a request for Change,
 - 12.4.1. If the Customer reasonably considers that it requires further information in order to consider the proposed Change, they will notify Maintel within five (5) Business Days of receipt of the request. Such notification must detail the further information required.
 - 12.4.2. If the Customer so requests, Maintel will provide the required information and, (where appropriate), re-issue the request for Change and/or the draft completed Change Control Note signed by Maintel an authorised representative of the Supplier within ten (10) Business Days of receiving such notification from the Customer.
- 12.5. Neither Party shall unreasonably withhold or delay consent to any proposed Changes by Maintel where such Changes are:

- 12.5.1. necessary for the compliance with applicable law;
- 12.5.2. as a result of a material change of the Services as set out in an Order, High Level Design document and/or a Statement of Work due, to changes in the requirements of the Customer including the quantities of the Services; or
- 12.5.3. as a result of a change to a Party's operations which does not have material detriment on the receipt of or performance of the Services,

to the extent such Changes have an impact on the applicable Charges, the Parties shall use commercially reasonable endeavours to re-negotiate such Charges in good faith and where necessary, invoke the dispute provision within this Agreement.**Error! Reference source not found.**

12.6. Where the Customer initiates a request for Change:

- 12.6.1. if Maintel reasonably considers that it requires further information in order to consider the proposed Change, it will notify the Customer post any required consultation with Reliance . Such Maintel notification must detail the further information required. The Customer will provide the further information within five (5) Business Days of receipt of the notification from Maintel. Maintel may repeat this process until satisfied that it has sufficient information to approve or reject the request for Change;
- 12.6.2. Maintel will, within ten (10) Business Days of the date of or post receipt of request for Change and any required consultation with Reliance, 12.6 submit an estimate of the costs of assessing the request for Change and preparing and negotiating a draft Change Control Note. The Customer will respond rejecting or accepting any estimate within five (5) Business Days of receipt. Any dispute in relation to the estimate of costs will be dealt with in accordance with **Error! Reference source not found.**this Agreement;
- 12.6.3. Subject to Maintel's right to reject a request for Change; where 12.6, Maintel agrees the proposed Change they will send a draft Change Control Note signed by Maintel an authorised representative of the Supplier to the Customer.

Approving and rejecting a Change

- 12.7. Maintel may reject a request for Change from the Customer if, following a request for Change, Maintel reasonably believes that the proposed Change would:
 - 12.7.1. materially or adversely affect the risks to the health and safety of any person; in the reasonable opinion of Maintel and/or Reliance, not be technically viable;
 - 12.7.2. require the agreement to be delivered in a way that infringes any applicable law; or
 - 12.7.3. cause the Order, High Level Design document and/or Statement of Work to be commercially not viable for Maintel.
- 12.8. Subject to this Schedule12.5, the Customer shall within ten (10) Business Days of receiving the Change Control Note, 12.4.212.6.3evaluate the draft Change Control Note and must do one of the following:
 - 12.8.1. approve the Change Control Note. On the Customer's signature, the Change Control Note will constitute a binding Change to this Agreement and/or the relevant Order, High Level Design document and/or Statement of Work;

- 12.8.2. reject the Change Control Note and notify Maintel in writing of the rejection. If the Customer does reject a Change, it must explain its reasons in writing to Maintel, as soon as reasonably practicable; or
- 12.8.3. if the Customer believes the Change Control Note has errors or omissions, require Maintel to modify the document accordingly in which case Maintel will evaluate and consider making such modifications and re-submit any amended draft, signed Change Control Note. The Customer will then approve or reject the proposed Change Control Note within five (5) Business Days in accordance with this paragraph.12.8

Costs

- 12.9. Each Party will bear its own costs in relation to compliance with this Schedule.

MASTER SERVICES AGREEMENT ORDER FORM

This Order Form is part of and shall be governed by, the **Master Services Agreement** and its schedules (together known as this **"Agreement"**).

Customer:	{{OPPORTUNITY_ACCOUNT_NAME}} a company registered in <Customer's Country of Registration> with company number {{ACCOUNT_COMPANY_REG_NO}} and having its registered office at {{ACCOUNT_REGISTERED_ADDRESS}}
This Order Reference	{{OPPORTUNITY_QUOTE_NUMBER}}

The schedules selected below, are hereby incorporated into this Agreement for this Order:

Schedule Description		Selected (Y/N)
CLOUD		
Private Cloud	Schedule A1: ICON Communicate	
	Schedule A2: ICON Now	
	Schedule A3: ICON Connect and ICON Gateway	
Public Cloud	Schedule B1: Gamma Horizon & Gamma Contact	
	Schedule B2: Genesys Cloud Services	
	Schedule B3: RingCentral Services	
	Schedule B4: ICON Teams & SIP Connector Service	
CONNECTIVITY & SECURITY		
LAN	Schedule C1: ICT Supply and Support (with Chatbot)	
WIFI	Schedule D1: Fixed Line data	
	Schedule D2: ICON Secure	
SIP	Schedule E1: SIP Services	
MOBILE		
Airtime	Schedule F1: Mobile Services (VMO2)	
	Schedule F2: Mobile Services (Three) - INDIRECT	
	Schedule F3: Mobile Services (Wholesale)	
	Schedule F4: Mobile Services (Vodafone)	
LEGACY SERVICES		
WAN & Co-Lo	Schedule D1: Fixed Line data	
Calls & Lines	Schedule G1: Calls and Lines (Inbound and Outbound)	
	Schedule G2: Telecoms Expense Management & Consultancy Services	
Cyber Security	Schedule H1: Managed Detection Response Services (Reliance)	

INITIAL TERM:

The Initial Term applied to all the Services procured in this Order shall be enter duration months, save where otherwise stated in the 'Services' section of this Order.

The Initial Term shall commence from either the i) Ready for Service Date (RFS); ii) Service Activation Date and/or iii) the Full Service Date (FSD) or Resign Date, as indicated below:

Schedule Description		Initial Term 'trigger date
CLOUD		
Private Cloud	Schedule A1: ICON Communicate	RFS

	Schedule A2: ICON Now	Service Activation Date
	Schedule A3: ICON Connect and ICON Gateway	RFS
Public Cloud	Schedule B1: Gamma Horizon & Gamma Contact	RFS
	Schedule B2: Genesys Cloud Services	RFS
	Schedule B3: RingCentral Services	RFS
	Schedule B4: ICON Teams & SIP Connector Service	RFS
CONNECTIVITY & SECURITY		
LAN	Schedule C1: ICT Supply and Support (with Chatbot)	RFS
WIFI	Schedule D1: Fixed Line data	RFS
	Schedule D2: ICON Secure	RFS
SIP	Schedule E1: SIP Services	RFS
MOBILE		
Airtime	Schedule F1: Mobile Services (VMO2)	FSD/ Resign Date
	Schedule F2: Mobile Services (Three) - INDIRECT	FSD/ Resign Date
	Schedule F3: Mobile Services (Wholesale)	Service Activation Date
	Schedule F4: Mobile Services (Vodafone)	FSD/ Resign Date
LEGACY SERVICES		
WAN & Co-Lo	Schedule D1: Fixed Line data	RFS
Calls & Lines	Schedule G1: Calls and Lines (Inbound and Outbound)	RFS
	Schedule G2: Telecoms Expense Management & Consultancy Services	RFS
Cyber Security	Schedule H1: Managed Detection Response Services (Reliance)	RFS

Where no date is indicated in the above table, the Services shall commence from the 'trigger date', set out in the appropriate schedule.

ICON NOW TRIAL PERIOD **[DELETE this SECTION if not sold]**

The Trial Period shall be: ___ **[enter 30 days/60 days]** ___ from the date of signature of this Order ("**Effective Date**").

Where the Trial Period is entered as "No Trial", no Trial Period is required.

Where a Trial Period is specified above, and where the Customer does not issue a formal termination notice before the indicated Trial Period identified on this Order expires; the ICON Now Service as identified on this Order, shall be implemented in full for the Initial Term. Such Initial Term shall commence at the end of the Trial Period and not upon the Service Activation Date as identified below.

ICON NOW INTIAL TERM: **[DELETE this SECTION if not sold]**

The ICON NOW Initial Term shall be ___ **[enter duration]** ___ months and shall commence from the Service Activation Date, save where a Trial Period has been procured.

ICON NOW Service Activation Date: [DELETE this SECTION if not sold]

The Service Activation Date will be: ____**[enter customer agreed date]**____

Please note where Orders include new DDI numbers, the Service Activation Date must be no less than four (4) weeks from the Effective Date. Where an Order includes DDI number porting, the Parties hereby agree that such Service shall not be available where the lead time required is less than six (6) weeks from the Effective Date. Furthermore, any timeline agreed within this Order shall be subject to the Customer providing Maintel accurate information within the required timeframe.

SERVICES

The following Services shall be procured by the Customer:

[Insert BoM and PS in this top section and complete the ICON Teams Tables below if this is sold.]

ICON NOW SERVICE **[DELETE this table if not sold]**

Table A

Deployment Type	Number of Seats	Enhanced Call Analytics (Y/N)	Number of additional SIP Channels	DDI Type (New/Number Porting)	Connectivity Method (Internet/MPLS*2)

*1 - Small deployment allows for 100-250 seat, Standard deployment allows for 200-1000 seats

*2 - Where MPLS services are to be used, these will be required to be contracted separately to this Agreement.

The following table provides a breakdown of the type of users captured within the Table A above:

Table A1:

User Type	Number of Seats
Basic	{{OPPORTUNITY_ICON_NOW_BASIC_SEATS}}
Entry	{{OPPORTUNITY_ICON_NOW_ENTRY_SEATS}}
Standard	{{OPPORTUNITY_ICON_NOW_STANDARD_SEATS}}
Premium	{{OPPORTUNITY_ICON_NOW_PREMIUM_SEATS}}
Ultimate	{{OPPORTUNITY_ICON_NOW_ULTIMATE_SEATS}}
Attendant	{{OPPORTUNITY_ICON_NOW_ATTENDANT_SEATS}}
Agent	{{OPPORTUNITY_ICON_NOW_AGENT_SEATS}}

ICON TEAM CONNECTOR SERVICE **[DELETE this table if not sold]**

ICON Teams Connector Information Only:				
Number of Users	Contention Ratio	Number of additional SIP Channels	DDI Type (New)	DDI Type (Number Porting)
Professional Services Pack to be supplied by Maintel				
Description:				

The following Services shall be procured by the Customer:

[DELETE these support and site tables if no support has been sold]

What is supported and to what Service Level?

[Insert the SLA and kit list line items to be supported and the site at which they are located. Ensure the length of support eg 1 yr or fixed dates are clearly identified for the kit supported.]

The following equipment shall be supported to the Service Level set out below for the duration indicated, at the Site specified:

Site Location (abbreviated)	Equipment to be supported	SLA	Duration

Where there is a fixed duration for support Services Commencement, please state: **[eg: 03/06/2022 – 18/10/2023 or state N/A]** _____

Site Location details

Site Location (abbreviated as above)	FULL Site address (incl. postcode)

SERVICE TERMS

Where support/maintenance Services have been procured by the Customer and such is not detailed herein; the Service Level purchased shall be deemed to be:

- the lowest SLA available; either "Base" (for networking) or "Standard" (for UCaaS/CCaaS) and
- the procured term of the Service shall be no less than twelve (12) months from the RFS date.

The Customer acknowledges that where previous Order(s) have been agreed such may lead to staggered end dates for the overall Services procured.

In the event the Customer has procured licences, the Customer hereby acknowledges and agrees to act in accordance with the licence terms.

SERVICE OPTIONS

The following Service Options shall be procured by the Customer:

Service Options procured per Schedule												
(Enter the Schedule Number eg 'A1', 'B3' etc at the top of the line below, one schedule per column and complete Y/N for each service row in the Schedule column).												
Schedules												
On-Site Spares												
On-Site Engineer												
ITAD	Buyback											
	Recycling											
	Warehousing											
	Data Erasure											
	Destruction											
	Mobile Erasure & Destruction											
	Standard or Secure Collection											
All of the above ITAD Service Options include an asset management report (provided in an excel format with serial numbers, make, models, condition of each item).												
Handset Management												
Toll Fraud Management Audit												
Monthly Toll Fraud Management												
International Support												
ICON Cloud Connect												
Handset Management												
Maintel UC Analytics	Essential											
	Plus											
	Tailored											

CHARGES

Minimum Commitment

Service Description	Payment Frequency (Annually/monthly in advance)	Minimum Commitment (£) for this Order Initial Term
Example: Gamma Horizon	Annually	£40,000.00

SUMMARY OF CHARGES

The non-recurring Charges invoicing profile applicable to this Order, shall be as per the selected payment profile below:

Non-recurring Charges			
Order Value	Payment Profile	Payment Profile Order Reference	Tick the below which applies Selected Payment Profile
Above £250,000	50% upon execution of this Order, 40% on RFS Date of the first or pilot Site, or model office readiness Delivery, or any Delivery of equipment and 10% upon completion of final Site installation. Unless otherwise agreed in a written variation agreement.	PP1	
£30,000 - £250,000	50% upon execution of this Order, 40% on RFS Date of the first or pilot Site, or model office readiness Delivery, or any Delivery of equipment and 10% upon completion of final Site installation.	PP2	
£15,000 to £30,000	50% on acceptance of the Order and 50% on Delivery and/or completion of the Implementation Services (whichever occurs soonest, as determined by Maintel)	PP3	
£15,000 or less	100% of Charges due on Customer acceptance of the Order	PP4	

The Implementation (set up) Charges applicable to this Order, shall be as set out below and payable as per the above non-recurring Charges table:

Implementation Charges		
Service Description (incl part numbers)	Qty	Implementation Charges (£) for this Order
Example: Router , part number XXXX	38	£40,000.00

The Operational (recurring) Charges invoicing profile applicable to this Order, shall be as per the selected payment profile below:

Operational Charges		
Service Description	Payment Frequency (Annually/monthly in advance/arrears)	Operational Charges (£) for this Order
Example: Support of Customer Equipment	Annually in advance	£40,000.00

CALL CHARGES

Where voice Services are procured the following tariff and call bundle Charges shall apply:

Call Charges						
Schedule A1: ICON Communicate and/or Schedule E1: SIP						
Call Tariff: The following call tariff shall apply to this Order: [tick below which applies]						
Corporate		Public Sector		Enterprise		Bespoke
In addition to the above call tariff, the SIP trunk will be supplied with one of the following call bundles: [tick below which applies]						
Corporate		Public Sector		Enterprise		Bespoke
Bundle 1	Bundle 2	Bundle 1	Bundle 2	UK local & national mins	UK local, national & UK mobile mins	
Schedule G1: Calls and Lines						
The call Charge tariff to apply shall be: [insert tariff name] .						
Peak Rate is Monday to Friday 08:00 to 18:00, Off Peak is all other times on Monday to Friday and weekend rate is all times on Saturday and Sunday. Except as stated otherwise in the Tariff or in this Order form:						
(i) all call Charges will be rounded up to the next whole penny; and						
(ii) all Charges will be rounded up the next whole minute.						

MOBILE CHARGES ☐ DELETE these support and site tables if no mobile services has been sold

Where mobile Services are procured subject to Schedule F1, Schedule F2, Schedule F3 and/or Schedule F4 the following Charges shall apply:

PMNO Tariff and Rental Rates

Tariff Description	PMNO	Quantity of Connections	Monthly Line Rental (per Connection per month)	Usage Allowances

Mobile Hardware

Quantity	Description	Charge (payable on Order)

Mobile Rebates/ Concessions

The following table sets out the Concessions/rebates available to the Customer. The following rebates shall only be available upon the Customer invoicing Maintel, every 3 months (commencing from the FSD/Resign Date), for the agreed amounts set out below:

Year of the Contract	Annual Mobile Rebate Value (such to be paid in quarterly instalments)
Year 1	
Year 2	
Year 3	

Mobile Hardware Fund

The Mobile Hardware Fund shall be allocated over the Initial Term at the rate of 1/24th per month.

Year of the Contract	Mobile Hardware Fund
Year 1	£
Year 2	£

Minimum Spend (Payable to PMNO)

PMNO	Minimum Spend (Per Month, Per Device)	Increase of Minimum Spend for each new Connection
	£	£

SUBSCRIPTION LICENCE RATE CARD

Where the Services procured include licences on a subscription basis; the following per user per month Charges shall apply to additional users or Overage Charges for same; save where contracted otherwise via this Order mechanism:

User Type	Per User Monthly Charge (£)

CONSULTANCY SERVICES

The following Charges shall apply for the consultancy services where used for the TEM Service only:

Operational Services Charges	Daily Charge (£)
Professional Services daily rate	

CALL RECORDING STORAGE

The following Overage Charges shall apply where additional call recording storage is required. This Charge shall apply per gigabit and shall be rounded to the nearest gigabit where part gigabits are used.

Operational Services- Overage Charges	Monthly Charge (£)
Additional call recording archive storage capacity per GB	

This Order is subject to the terms of this Agreement between the Customer and Maintel as set out in the **Master Services Agreement** and its schedules.

By and on behalf of the **Customer**

Signature

Print Name

Title

Date

APPENDIX A – DIRECT DEBIT MANDATE

Settling your monthly Maintel Europe Ltd invoice by Direct Debit couldn't be easier.

- ☐ No more cheques to write
- ☐ No need to remember to post your payment in time

All you need to do is complete and return the Direct Debit Mandate below and we'll take care of the rest. If you have any questions about paying by Direct Debit, please contact your dedicated customer service team on the number shown on your invoice.

DIRECT DEBIT MANDATE



Please fill in the whole form using a ball point pen and send it to:

Originator's Identification Number

6	2	4	9	2	2
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Maintel Europe Ltd
Finance Department
160 Blackfriars Road
London
SE1 8EZ

FOR MAINTEL EUROPE LTD OFFICIAL USE ONLY

This is not part of the instruction to your Bank/Building Society

Name(s) of account holder(s)

Bank/Building Society account number

--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank/Building Society

To: The Manager Bank/Building Society

Address

--	--

Postcode

--	--

Reference Number - Your Maintel Europe Ltd account number

--	--	--	--	--	--

Instruction to your Bank or Building Society
to pay by Direct Debit

Please pay Maintel Europe Limited direct debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Maintel Europe Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

--	--

Date

--	--

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

THE DIRECT DEBIT GUARANTEE



This guarantee should be detached and retained by the Payer

- ☐ This Guarantee is offered by all Banks or Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society
- ☐ If the amounts to be paid or the payment dates change, Maintel Europe Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- ☐ If an error is made by Maintel Europe Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- ☐ You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Maintel Europe Limited. Registered in England No: 2665837. VAT No: GB 744 3365 31



Maintel Europe Limited **Managed Services**

Service Description

November 2022

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Document Control

Date & Version	Author	Description
28/11/2022 v1.0	AY	First release for external consumption

1. Maintel Managed Service Overview

When Maintel looked at the wider Managed Services market, we found that a lot of the market offerings were complex, bespoke, rigid, often too light/ vague on detail as to what is included and/ or were too driven around break-fix; not suited to the new world of cloud.

Our aim therefore, is to solve these issues and simplify the offering to make it easy to understand, easy to see the value we add and easy to consume.

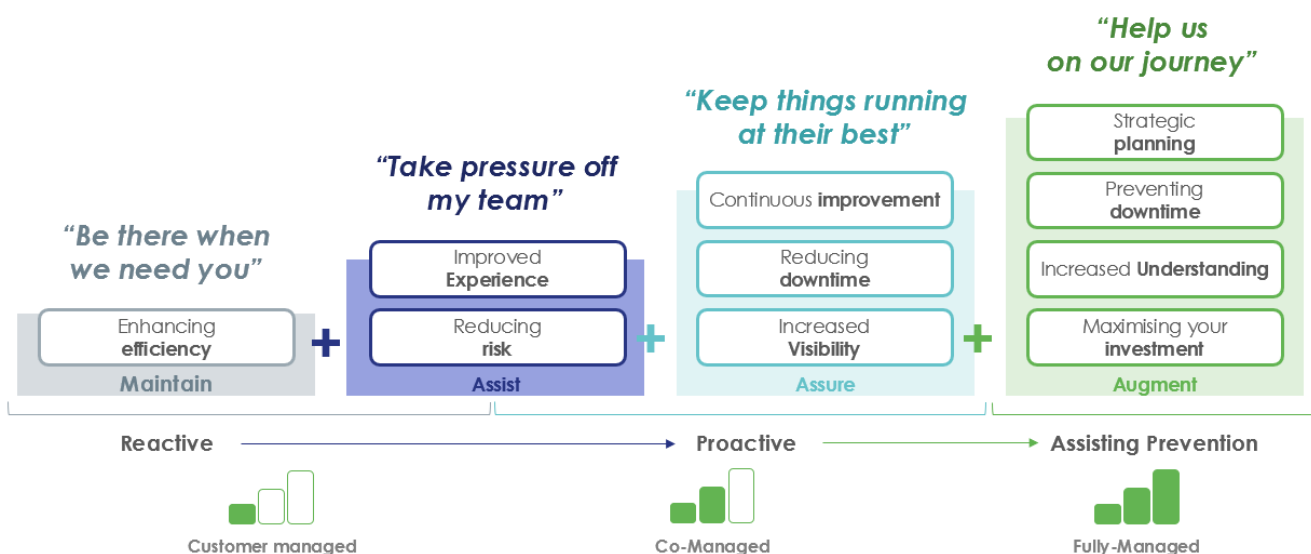
Maintel's model offers 4 different "packages" of Managed Services that apply to our key products across networking and communications. Each has been designed to suit a different set of needs, desired outcomes and budgets.



Having a single framework of service packages across the multiple technologies means customers may work with a single strategic partner, in a consistent and predictable way, with aligned SLAs and definitions and with a single team.

2. Overview of the options

Maintel's packages start from a more traditional reactive "break-fix" style service through to more innovative services designed to help maximise customers investment and deliver business insights to assist with continual improvement and innovation. Certain elements within each service can be 'tweaked' to suit the customer specific needs and budget, such as hours of support and MAC packs.



Maintain – There for you, whenever you need us.

The foundation of any good support service. Maintel manage events and Incidents on your service; resolving issues as and when they occur, either remotely or on-site (depending on the technology) up to 24 x 7 x 365. We also may

manage your connectivity and/or technology suppliers on your behalf (depending on your solution), to free up more of your time and assist with team efficiency.

- Up to 24x7x365 fully UK based service desk & remote technical support
- Incident Management
- Supplier Management
- Self-Serve Portal to raise and track tickets, quotes and requests
- Parts replacement & Field Engineers (for hardware-based solutions)

Assist – Taking pressure off your team.

Alongside everything in Maintain (above paragraph), a desk based Maintel Customer Experience Manager (CXM) can support you, acting as your single operational point of contact and manage your experience with us; they may help take pressure off the customer team by being a point of contact for your service; overseeing issues and changes where you may require it, in order to help reduce risk on your business; reviewing all of this in quarterly meetings and reports with you.

- Everything in Maintain plus...
- Remote Customer Experience Manager
- Quarterly online review meetings & quarterly basic reports
- Reactive problem & risk management
- *Optional: Change Management packs*
- *Optional: Patching review and recommendation reports (where applicable to the technology)*

Assure – Keeping things running at their best.

Alongside everything in Assist (paragraph above), Maintel include platforms and tools providing Maintel with increased visibility of what's happening with the customer service. This enables our teams to get proactive notifications on issues as they occur with the customer service, helping reduce potential downtime; giving the customer reassurance that we're monitoring the customers business. . As a result of this, the Customer Experience Manager will also include enhanced reporting monthly and perform problem and risk management tasks, using the insight Maintel see from these tools to help continually improve the customer service.

- Everything in Maintain & Assist plus...
- Monthly online review meetings & monthly enhanced reports
- Proactive problem & risk management
- Availability monitoring of your service with automatic incident ticket generation

Augment – Helping you on your journey.

Alongside everything in Assure (paragraph above), Maintel can provide the customer with richer insights seen from more comprehensive monitoring and analytics tools used; to provide even better understanding of how the customer business is using the service and gives Maintel a better, data-driven basis to help advise the customer with strategic planning. Combined with the option of including service readiness checks; this package aims to prevent downtime and help to maximise the customer investment in the service.

- Everything in all previous tiers plus...
- Review meetings upgraded to face-to-face meetings (or remote if you prefer)
- Enhanced monitoring and/or analytics packages
- Capacity management
- *Optional: Service readiness checks*

How we aim to prevent issues with our Augment service

While it's virtually impossible to prevent all issues from occurring, our Augment customers can expect a service that pulls multiple elements together with the aim of preventing as many issues as possible. This is achieved by gaining greater level of insights through more enhanced level monitoring that enables Maintel to look at long term trends;

aiming to spot issues before they become service impacting. Further detail on how that specifically comes to life for the different technologies we look after for our customers is provided below:

- **'Enhanced Monitoring'** gives us the insights into what's going on within our customers environments; not just alerting on whether a device is available or not, but looking at deeper information over long periods to spot trends that could become issues down the line. This forms the baseline of information that the CXM and engineering teams use for Proactive Problem management, Continual Improvement and Service readiness checks (below).
 - **Private Cloud Comms** (Avaya)– With private cloud solutions, we monitor everything from SIP trunk calling capacity and license utilisation to the CPU, disk, memory and processor performance of the infrastructure (to name but a few). These metrics, and more, are watched over time to see if any could lead to future issues without proactive intervention.
 - **Public Cloud Comms** – For public cloud comms, we monitor the health and capacity of the calling infrastructure (i.e. SBCs and SIP trunks) and the Cloud platform (i.e. Teams, Genesys..); we can also look at what's going on in the remote workers laptop which is a common source of bad user experience – looking at their ISP and Wi-Fi connectivity strength within their home and whether their laptop's software and hardware resources are causing the issue. All of this is pieced together in a single environment to give us a view of what's going on at any given time.
 - **WAN & SD-WAN** – within both WAN and SD-WAN, we monitor the load, stability and health of the underlaying circuits, with summarised data being retained over the lifetime of our customers contract so we can see long term trends. Where broadband circuits are utilised, we can also monitor the ISP sync speeds for any changes and with cellular connectivity, we can monitor the signal strength and cell tower information to see any causes of performance issue there. For SD-WAN Maintel can also monitor the "overlay" SD-WAN tunnels performance and health too; allowing us to see the health and status of both underlay and overlay together for possible faster resolution.
 - **LAN** – Maintel are able to monitor the health, stability and load on all layer 2 ports; we can monitor the entire switch itself for general availability and we can "tag" ports that are critical to generate alerts when the devices that are attached them become unavailable – this also enables Maintel to perform capacity checks by understanding how many ports are being utilised over time; which may assist with ensuring customers estates are right sized and fit for purpose now and in the future.
 - **Wi-Fi** – Maintel are able to visualise the status, health and utilisation of large or diverse wireless networks, on a single screen, helping Maintel validate that Wi-Fi Access Points are performing at the levels required by the customer business – enabling Maintel to identify common issues such as congestion, signal problems and busy areas that could lead to poor end user experiences.
- **Greater alignment from CXM to provide activities such as Proactive Problem Management:** This may include any manner of the following:
 - analysis of the environment to identify potential issues before they occur,
 - identify single points of failure and manage as risks,
 - analysis of low level system events and warnings,
 - Incident trend analysis to identify patterns of behaviour,
 - development of permanent solutions to problems where workarounds have been applied,
 - take preventive measures to assist with the avoidance of recurrence;
 - process adaptation, monitoring, re-engineering, etc.
 - whenever the root cause of an incident is not identified, take action to improve the likelihood of successful RCA in the event of a repeat occurrence.

- **Service Readiness Checks**: daily, remote checks, made by a skilled engineer, designed around what's critical to a customer's organisation, with the aim of spotting and catching potential issues before they impact the customer.
Maintel engineers will remotely check customers core systems, alarms, monitoring platforms and logs on a daily basis, attempting to spot anything that may cause an issue in the future and make recommendations to rectify such. This can be included as a chargeable option within our Augment Managed Service, giving an allowance of 30 mins of checks per day Mon – Fri with a weekly summary email of activity & checks performed.
- **Vulnerability patch management**: as part of our Assure and Augment services, we include updates to customer devices and platform firmware/software to mitigate "High" or "Critical" known vulnerabilities and any bugs/issues where we find the root cause to be firmware.

3. Maintel's Managed Service Offering

The following section outlines the individual "service practises" or "service components" that are included in each of Maintel's four new Managed Service packages to make it really clear what is available to a customer and what is included in their service.

Where a particular service practise is "optional", it is represented with an "O" in the following tables. Where it is included and cannot be removed from the package, it is represented by a tick or a descriptive word to describe the level of that service that is received.

Section 3 (below) then delves into the more intricate detail behind the service components. This is where you will find details on SLAs, processes, commercials and more.

4. Managed Service Framework

Note: "O" denotes a service that can be included as an 'option' but is not mandatory.

		Managed Networking			
		Managed Cloud Communications			
		Maintain	Assist	Assure	Augment
Managing Issues, Incidents & Events	Service Desk, Incident & Escalation management	Up to 24x7	Up to 24x7	Up to 24x7	24x7
	Field Services & Hardware replacement	✓	✓	✓	✓
	Supplier Management (Vendors, Network providers)	✓	✓	✓	✓
Managing Change	Change Control - Standard (Moves, Adds & Changes) & Non Standard Changes	-	O – MAC Packs	O – MAC Packs	O – MAC Packs
	Patch reviews and recommendations	-	O	O	O
	Bug Fix patching	✓	✓	✓	✓
	Vulnerability Patching	-	via MAC packs	✓	✓
Delivering a great experience for you	Customer Experience/ Service Delivery	-	Desk based CXM	Desk based CXM	F2F meetings
	Service Level Management & Incident Reporting	-	✓	✓	✓
	Governance Meetings & Reports	-	Quarterly	Monthly	Monthly
	Problem & Risk Management	-	Reactive	Proactive	Proactive
	Continual Improvement	-	-	✓	✓
	Capacity and Performance Management	-	-	-	✓
Monitoring, Data & Insights	Monitoring & Event Management – Basic Monitoring	-	-	✓	✓
	Monitoring & Event Management - Enhanced Monitoring	-	-	-	✓
	Service Readiness Checks	-	-	-	O
Digital Tools	Self-serve Maintel portal	✓	✓	✓	✓
	Automatic incident ticket generation	-	-	✓	✓
	Monitoring Tool Platform Access	-	-	O	O

5. Product Compatibility

The following products & technologies are supported within Maintel's Managed Service model. At present, Maintel do not offer enhanced monitoring capability for Mitel and CX Now, hence why Augment is shown as "no" below.

Technology	Product/ Vendor	Maintain	Assist	Assure	Augment
UCaaS	ICON Communicate - Avaya	No	Yes	Yes	Yes
	ICON Communicate - Mitel	No	Yes	Yes	No
	RingCentral	No	Yes	Yes	Yes
	ICON Teams Connector	No	Yes	Yes	Yes
CCaaS	ICON Contact - Avaya	No	Yes	Yes	Yes
	ICON Contact - Mitel	No	Yes	Yes	No
	Genesys	No	Yes	Yes	Yes
	CX Now	No	Yes	Yes	No
	RingCentral	No	Yes	Yes	Yes
Traditional on-premises Voice	Avaya	Yes	Yes	Yes	Yes
	Mitel	Yes	Yes	Yes	No
	Unify & Others	Yes	Yes	Yes	No
WAN	ICON Connect (Cisco, VA)	No	Yes	Yes	Yes
SD-WAN	Cisco Viptella	No	Yes	Yes	Yes
	Meraki	No	Yes	Yes	Yes
LAN	Cisco	Yes	Yes	Yes	Yes
	Extreme	Yes	Yes	Yes	Yes
	Meraki	Yes	Yes	Yes	Yes
	Aruba	Yes	Yes	Yes	Yes
Wi-Fi	Cisco	Yes	Yes	Yes	Yes
	Extreme	Yes	Yes	Yes	Yes
	Meraki	Yes	Yes	Yes	Yes
	Aruba	Yes	Yes	Yes	Yes

6. Service Feature Short Descriptions

Note: hold Ctrl and click on any of the underlined Service names, this will take you to the respective detailed section later in the document.

6.1. Descriptions - Managing Customer Issues & Incidents

Service Component	Available in..	Short Description
Service Desk	All packages	The entry point and single point of contact for our customers where a Customer Experience Manager is not involved, it captures the demand for incident resolution and service requests.

<u>Incident Management</u>	All packages	To minimise the negative impact of incidents by restoring normal service operation as quickly as possible through the identification, diagnoses and resolution of different types of issues.
<u>Escalation Management</u>	All packages	Ensuring that correct levels of resource are made available, communication between all parties is maintained and activity is managed appropriately to resolve complex or severe issues promptly.
<u>Supplier Management</u>	All packages	Communicating with, coordinating and managing a mixture of suppliers on behalf of our customers in order to deliver fast resolutions to customer issues, without the burden on their time.
<u>Field Services & Hardware replacement</u>	All packages (involving hardware)	On-site engineer support for fault diagnosis and replacement of defective hardware if required.

6.2. Descriptions - Customer Digital Tools

Service Component	Available in..	Short Description
<u>Customer Self-Serve ICON Portal</u>	All packages	Customers can raise and follow the progression of Incident tickets as well as request new project quotes or see the high-level status of certain services.
<u>Automatic Incident Ticket Generation</u>	Assure, Augment	When Maintel monitoring tools identify issues that meet certain criteria, a trouble ticket is automatically raised on our service management platforms for Maintel to investigate and resolve.
Monitoring Tool Platform Access	Assure, Augment	Where we use them, we can optionally provide customers with direct access to our 3rd party monitoring tools should they require and such be appropriate.

6.3. Descriptions - Managing Customer Change

Service Component	Available in..	Short Description
<u>Change Control - Standard Changes (Moves, Adds & Changes)</u>	Optional: Assist, Assure, Augment	Maintel can complete standard, remote configuration changes on behalf of customers, to help save time or if they fear creating an issue. These changes individually take less than 30 minutes to complete and don't require extensive risk assessments to implement. Maintel sell these as bundles of "tokens" or "Packs" for use at any time. These packs renew each year.
<u>Change Control - Non-standard Changes</u>	Optional: Assist, Assure, Augment	This service ensures that any "potentially service impacting" alterations that need to be made to a solution are impact assessed, recorded, planned and signed off with the appropriate level of authorisation to ensure business disruption is minimised or mitigated.
<u>Patch Management</u>	See Patch and Upgrade Management section	Updating software/firmware to incremental or "dot releases" to fix bugs and vulnerabilities. This removes administrative overhead and operational responsibilities from customers while providing assurance that their solution is updated.
<u>Upgrade Management</u>	See Patch and Upgrade Management Section	Enables the appropriate testing and controlled deployments of major hardware or software releases, which typically bring about new product features, ensuring any customer configurations are amended to minimise business disruption.

6.4. Descriptions – Monitoring the Services, Data & Insights

Service Component	Available in..	Short Description
<u>Monitoring & Event Management – Basic Monitoring</u>	Assure, Augment	Better known as “availability monitoring”, ‘Basic monitoring’ delivers proactive notifications into Maintel’s service management platform when it sees both service impacting issues (i.e. when something becomes ‘unavailable’) and non-service impacting events that could be indicative of a future issue.
<u>Monitoring & Event Management - Enhanced Monitoring</u>	Augment only	Enhanced monitoring means slightly different things for Communications & Networking products, but ultimately delivers proactive monitoring & reporting on the performance, capacity and use of a service by a customer’s people to underpin data and insights driven continuous improvement and maximise a customer’s investment in a service.
<u>Service Readiness Checks</u>	Optional: Augment only	Daily, remote checks, made by a skilled engineer, designed around what’s critical to your organisation, with the aim of spotting and catching potential issues before they impact you.

6.5. Descriptions – Managing the Experience and Reporting

Service Component	Available in..	Short Description
<u>Customer Experience Manager (CXM)</u>	Assist, Assure, Augment	A customer experience manager is the point of contact that coordinates and manages the operational side of our business on behalf of a customer to ensure an end-to-end experience. They can oversee issues and changes and deliver reporting and meetings on a regular quarterly or monthly cadence.
Governance Meetings	Assist, Assure, Augment	Run by the CXM on a regular basis, these remote or face to face meetings are designed to report on performance, issues, progress and activities to a customer’s operational management team.
Executive & Business Reviews	Assure, Augment	Run by the CXM on a regular basis, these remote or face to face meetings are designed to report on the performance and innovation to a customer’s executive or senior management team.
Service Level Management	Assist, Assure, Augment	Performed by the CXM, this is about ensuring the delivery of services is properly monitored and managed against contractual SLAs; invoking (where agreed and appropriate) service credits and remedial actions in the event of not meeting the agreed service levels.
Risk Management	Assist, Assure, Augment	Risk management is the identification, evaluation, and prioritisation of risks, along with the management and coordination of people and resources to minimise, monitor, and control the probability or impact of unfortunate events.
Problem Management	Assure, Augment	To reduce the likelihood and impact of recurring issues by identifying the root causes of them and then managing workarounds and long-term fixes for them.
Capacity & Performance Management	Augment	To ensure that services achieve agreed and expected performance, satisfying current and future demand in a cost-effective way.
Continual Improvement	Assure, Augment	To align practices and services with changing business needs through the ongoing improvement of products, services, and practices

7. Service Details

This section provides specific details around each of the main service component areas, providing further descriptive detail about what Maintel does, along with any specific information for that area.

8. Support

Maintain	Assist	Assure	Augment
Yes	Yes	Yes	Yes

8.1. Service desk

Located in our Blackburn office with remote staff across the UK, our Service Desk is embedded within our Network Operations Centre (NOC) providing customers with access to skilled technical resources up to 24x7 via telephone, email, web, and our ICON customer portal. The Service Desk also receives, filters and actions automated alarms from our various monitoring platforms. The Maintel Service Desk will at minimum capture and report on the following:

- Nature, impact, and time of incident
- Reporting origin: Customer call / automated log
- Incident classification and prioritisation
- Allocate a unique reference number.
- Assign to appropriate diagnostic group (or third party if appropriate)

8.2. Network Operations Centre (NOC)

Maintel services are managed directly from our UK (Blackburn) based Network Operations Centre (NOC). The NOC is fully staffed 24*7*365 including holidays by skilled technicians who act as an initial point of contact around the clock as well as oversee and manage our management / monitoring platforms.

The NOC team are supported by an engineer on call rota ensuring that required skill levels are available to the team as well as a Duty Escalation Manager should it be needed. They are further supported by a national team of skilled field engineers should a site visit be required and are familiar with the administration of any partner support models such as Cisco PSS, should partner support be in place and required, ensuring that Maintel can provide the technical capability as and when needed.

8.3. Incident Management

The Maintel Service Desk operates Incident and Problem Management processes that are designed to be consistent with ITIL best practice. The objective of our Incident Management teams is to rectify the reported problem as quickly and efficiently as practicable with the minimum disruption or inconvenience to the customer or end user as possible.

We operate to a set of priority definitions of Incidents from P1 – P3 – the details of which are documented in a following section of this document.

With multiple contact options including telephone Maintel's service desk is on hand to provide easy access support around the clock.



Maintel's NOC operates Incident Management processes that are designed to be consistent with ITIL best practice.

- An Incident is detected, recorded and classified based on product category e.g., SIP trunk, Genesys Cloud. Monitoring tools may proactively log an Incident, or an Incident may be raised by our customer's service desk
- Incident priority is based on business impact and urgency and assigned to an engineer

- An engineer will contact the customer and provide updates as per our process. The Incident may be resolved by a Tier 1 engineer, or escalated up to Tier 3, or the vendor for resolution (as appropriate)
- We will test and confirm resolution before seeking confirmation from you
- Once it is agreed to close the Incident, a transaction C-SAT will be generated and shared with you. If this was a major Incident, a major Incident report would be completed.

A major Incident is defined as an event which has significant impact on a customer's business / critical service which demands a response beyond the routine incident management process. In the vendor aligned structure, this methodology can also be extended to deployment issues where a defined technical management approach is needed to ensure that a fix, is brought to an outstanding issue, before the project can recommence. In either a support or project backdrop the issue could be across multiple technologies.

A 'Major Incident' can be declared across any ticket type and for several reasons including but not limited to:

- Critical impact to the customer's business or operation
- Potential to cause significant reputational or financial damage
- Multiple Maintel customers are impacted
- A major Incident for a customer from an ongoing/aged service impacting issue
- An outage could affect the Maintel brand or present significant commercial risk
- A deployment issue which is preventing an install from continuing (impacting customer relationship, burning resource days or presenting a material impact to Maintel financial forecast)

The process can be triggered by any member of the Maintel Operations team or by the customer themselves, the Maintel trigger would usually arrive from:

- The Service desk on receipt of the Incident
- The Customer Experience Manager or any key account member
- The Technical Lead
- The relevant Head of Technical Resolver Team
- Escalation Management Team

8.4. Priority Definitions

Priority 1 – Critical Impact	Service is critically impacted with loss of a core operational component.
Priority 2 – Major Impact	Service is severely degraded, or significant aspects of the end-user's business operation are being negatively impacted.
Priority 3 – Minor Impact	Operational performance is impaired while most business operations remain functional.
Priority 4 - Help Requests	information or assistance is required on product capabilities, or configuration. There is little or no impact to end user business operation.
Priority 5 – Request for Information (RFI)	Technical Assistance, Technical Requests, Knowledge Requests and/or User Requests

8.5. Target Performance Service Levels

Service Desk Opening Hours	Monday-Sunday, 00:00 – 23:59, including Bank Holidays	All	
Service Desk Response – Voice Call	Time taken for a customer services agent to answer the call	All	95% calls answered within 30 seconds
Service Desk Response – Email	Time taken for a customer services agent to respond to a ticket logged by email	All	Ticket to be logged and customer contacted with reference number within 2hrs
Auto-ticket generation	Time taken for a ticket to be generated from a system monitored alert or alarm	All	Ticket logged within 60 seconds
Initial Engineering Response	Time taken for a Maintel Technical Support engineer to be allocated to the incident, commence fault diagnosis, and customer contacted.	All	Dependent on Service Level– see next table below
Customer Update	Frequency which Maintel Managed Services will update the customer on Incident resolution progress	Priority 1 Priority 2 Priority 3	Every 60 minutes Every 4 hours N/A
Restoration of Service	Time taken for a work around or permanent restoration of service	Priority 1 Priority 2	Dependent on Service Level – see next table below

8.6. Service Level Agreements

		0800 - 1800 Monday – Friday (excl. Bank holidays)	0800 - 1800 Monday – Friday (excl. Bank holidays)	24 hours, every day of the year (incl. Bank holidays)	24 hours, every day of the year (incl. Bank holidays)
Initial Response	Priority 1 – Critical Impact	Within 30 minutes	Within 30 minutes	Within 30 minutes	Within 30 minutes
	Priority 2 – Major Impact	Within 4 hours	Within 60 minutes	Within 60 minutes	Within 60 minutes
Return to Service**	Priority 1 – Critical Impact	Next Business Day	Within 4 hours	Within 8 hours	Within 4 hours
	Priority 2 – Major Impact	Next Business Day	Within 8 hours	Within 16 hours	Within 8 hours

Supported Hours		0800 - 1800 Monday – Friday (excl. Bank holidays)	0800 - 1800 Monday – Friday (excl. Bank holidays)	0800 - 1800 Monday – Friday (excl. Bank holidays)	0800 - 1800 Monday – Friday (excl. Bank holidays)
Initial Response	Priority 3 – Minor Impact	Within 8 hours	Within 4 hours	Within 4 hours	Within 4 hours
	Priority 4 - Help Requests	Within 16 hours	Within 8 hours	Within 8 hours	Within 8 hours
	Priority 5 – Request for Information (RFI)	Within 16 hours	Within 8 hours	Within 8 hours	Within 8 hours

* Priority 3-5 Support Requests will be attended within Business Hours, irrespective of the overarching Service Level.

** Return to Service means the time taken for a work around or permanent restoration of service and applies only to solution components which have inherit high availability.

8.7. Automatic Alerting Incident Ticket Generation

For customers taking either Maintel's Assure or Augment packages, which includes monitoring capability, any alerts generated by these tools can automatically create an email notification and a new Incident ticket into our service management platform against your service contract. The ticket is then instantly visible to the NOC team, who will follow the standard troubleshooting / triage process for the technology being supported and where possible complete remote checks. The customer is able to track these tickets via our ICON self-serve portal, along with other tickets the customer may have raised previously.

8.8. Customer Self-Serve ICON Portal

Maintel's ICON Portal has been designed to provide a single portal showing real time overview of existing services while reducing the number of contact points to make service delivery more efficient and providing a smoother customer experience for viewing, editing, or creating service tickets; for any services configured on the Service Portal.

This is the central hub where our customers can raise new Incident tickets and view the status of current tickets that have been raised through any means (i.e. from the customer submitting over the phone, via email, via the portal itself or those that were generated via our monitoring systems).

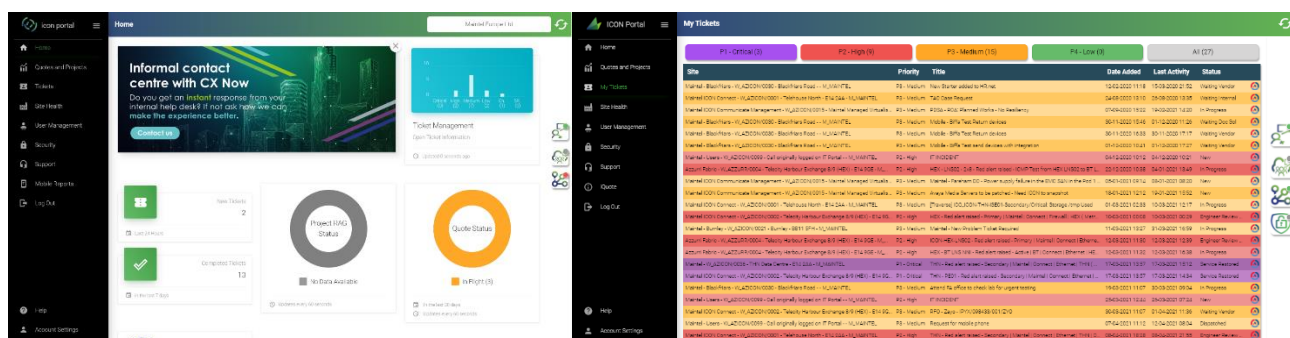


Figure – ICON Portal

ICON Portal, Maintel's Service Portal, provides a single pane of glass for services including:

- Service Incident Management
- High level view with filtering to view the right ticket quickly
- Colour coding (RAG) highlights critical issues
- Click to view details and progress on each ticket
- Update notes to cut down on the number of interactions with Maintel and automate ticket priority changes
- Add attachments where necessary to clarify any issues
- Project Status
- View all projects and toggle to remove closed ones
- Click on projects to view status and details
- Quote Status
- View all quotes simply and filter on RAG status
- View all quotes and toggle to remove closed ones
- Click on individual quotes for details

9. Field Services

Maintain	Assist	Assure	Augment
Yes	Yes	Yes	Yes

Maintel can provide field replacement service for our solutions involving hardware; an expert engineer can attend your site within 4 hours, 8 hours or next business day in order to rectify or swap out faulty hardware as required and appropriate, across mainland UK, with extended UK and global locations assessed and designed on an individual request basis.

Once a hardware failure has been identified and confirmed then the field replacement process & Service Level starts alongside a field engineer, plus replacement parts are despatched to your site. Our field engineer will receive remote support from the Maintel NOC team who will confirm a return to service and that the relevant and most up to date configuration has been applied to get you back up and running again.

The table below shows which Service Level's are compatible with our Next Business Day, 8 hour and 4-hour field services Service Level's. For example, a customer cannot select "Next business day" for field services with a "Premium" Service Level. The below are based on achieving P1 failures (the fastest time).

Field & Parts SLA	Base	Standard	Enhanced	Premium
NBD	Yes			
8 hours			Yes	
4 hours		Yes		Yes

10. Hardware Replacement

Maintain	Assist	Assure	Augment
Yes	Yes	Yes	Yes

To complement our field services offering, Maintel work with specialist logistics partners, ensuring inventory and logistics management are provided in an efficient and scalable way, across mainland UK, with extended UK and global locations assessed and designed on an individual request basis. Delivering a replacement part to our customers within the same day 4 hours, 8 hours, or next business day timeframe.

The hardware field maintenance service does not include reinstatement of any application software or data files; unless specifically agreed in advance.

11. Supplier Management

Maintain	Assist	Assure	Augment
Yes	Yes	Yes	Yes

Also known as “vendor support”, “Supplier Management” aligns with the ITIL v4 terminology.

Juggling multiple connectivity, software and/or hardware suppliers can be time consuming for any IT professional. Maintel aim to assist within the removal of this hassle for our customers, by acting as the single point of management for any third parties involved in one of our solutions.

12. Patch & Upgrade Management

12.1. Summary

This section applies to all products and technologies.

Patch Type	Definition	Maintain	Assist	Assure	Augment
Patching Bug Fixes	A service impacting issue that can be resolved via a patch update, without being a CVSS high or critical vulnerability	Included	Included	Included	Included
Patching High/Critical Vulnerabilities	Where a patch is deemed necessary to fix a CVSS v3.0 "High" or "Critical" security vulnerability	-	Paid using MAC tokens	Included	Included
All other patches	Where a patch is rated "none" to "medium" on CVSS v.3 score and is not addressing a specific bug fix.	-	Paid using MAC tokens	Paid using MAC tokens	Paid using MAC tokens

12.2. Patch Management

Definitions

Release/Upgrade management – this is looking at the latest Major release of software/firmware for a customer's users or devices and often brings new product features instead of just bug fixes. For solutions involving hardware, sometimes a customer may have to upgrade said hardware in order to move onto the latest major software version (as older generations become unsupported by the latest software).

Patch Management – The key purpose of “patch management” is to update firmware/ software to the latest “dot release” (i.e. moving from 10.1 to 10.2) in order to fix bugs and security vulnerability issues. Outside this, minor features may be released by vendors that could be utilised by the customer.

What's included in our new model?

Patching Bug fixes

If a customer is impacted or at risk of being impacted by a known issue where a software fix (patch) is available from the Vendor then this will be **applied as standard for all customers**, regardless of what service package they are on. This is dependent on their running software still being 'In Service' with the vendor, with EOS / EOL products it will not be possible to apply fix 'patches'.

Patching Vulnerabilities

Sometimes issues are found in technology vendors software and firmware that can be exploited by malicious actors; creating a security vulnerability. We utilise the industry accepted Common Vulnerability Scoring System v3 (CVSS v3) to rank the priority of vulnerabilities across all our vendor products. This system gives every known vulnerability a score from 0 – 10, ranking them as a None, Low (0.1 – 3.9), Medium (4.0 – 6.9), High (7.0 – 8.9) or Critical issue (9.0 – 10.0).

For Assure & Augment customers:

As part of our new managed service model, we will apply patching for CVSS v3.0 **“High”** or **“Critical”** ratings to customers taking our **“Assure”** and **“Augment”** services; this applies to both Data and Voice technologies regardless of vendor. We will also do this as many times as is appropriate and necessary in a given year, provided it meets these ratings. An assumed cost for this will be built into the model as standard for these service tiers.

For Assist customers:

For Assist customers, they will need to use MAC packs to perform this work.

For Maintain Customers:

These customers must upgrade to at least Assist and add MAC packs to utilise our patching services.

Other patching activities

If our Assist, Assure or Augment customers wish us to apply “patch updates” to CVSS v3.0 “None”, “Low” or “Medium” vulnerabilities or for any other reason (other than it impacting their service) then we can apply them utilising the customers MAC packs. In this instance, the customer must request this to happen and such application of MAC packs will be chargeable.

Further information

The infrastructure that underpins ICON Service applications (ICON Communicate, Contact, Now), up to and including the Operating Systems are always pro-actively applied periodically during scheduled planned maintenance as standard. For the avoidance of doubt, any patch management activities may result in a temporary suspension of the delivery of the service, and such periods will not count towards the Service Levels in place or contribute towards Service Credits.

Patch Assessment & Report

For relevant technologies (not needed on Public Cloud Communications), customers can include annual, biannual (twice per year) or quarterly reviews of their estate. This simple service is delivered by a Maintel engineer, who assesses and provides a report on the benefit and risk of performing further patch updates (outside of the aforementioned types). The report will contain an assessment of the assets, the time and cost to perform the patching activities.

Customers can then choose whether to proceed with the recommended updates. This service does not cover detailed major release reporting – this needs to be completed separately as it may, for example, require more in-depth assessments into the hardware compatibility. If the customer decides to proceed with a patch update, Maintel personnel will use the assessment reports to generate a roll out plan in line with the customers organisation's requirements, to ensure all recommended updates are implemented with minimal risk. As stated earlier, this can be executed using MAC packs and governed by the CXM.

Public Cloud Communications

“Patching” doesn't apply in the same way to customers utilising Public Cloud platforms such as RingCentral, Microsoft Teams and Genesys as these are automatically kept up to date by the vendors themselves (i.e. they are “Evergreen” services).

12.3. Upgrade Management

For all other products and technologies within this mode, Upgrades will be chargeable to the customer and treated as a project in the normal way as this could include the need to upgrade hardware and infrastructure depending on the circumstance. The Customer should expect to bear reasonable costs in the execution of such an upgrade project.

13. Change Control (MAC packs)

Maintain	Assist	Assure	Augment
No	Optional	Optional	Optional

Maintel has broadened the uses of the traditional MAC packs to make them more flexible and valuable than ever before. Common customer challenges:

- Most organisations need help to manage the risk of change; both simple and more complicated changes to ensure it doesn't negatively impact their critical systems.
- Customers also need help knowing what and when to patch software and firmware to ensure it doesn't leave them with critical vulnerabilities
- Traditional MAC tokens are rigid and inflexible; only really allowed to be used on pre-defined, simple changes

MAC tokens can now be thought of as buying allocations of time to support organisations across multiple activities on their existing estate, not just limited to "Standard changes". The below list provides examples of things that MAC tokens can now be used for;

- Standard changes (as previously). Sometimes referred to as Moves, Adds and Changes; MACs, RMACs or MACDs
- Non-Standard changes. Sometimes referred to as "Normal" changes
- Patch management updates (see patch management section)

Exclusions: There are still some things that MAC packs can't and shouldn't be used for;

- in principle, anything that is to do with adding new infrastructure, significant upgrades to hardware or product features should still be quoted using Professional Services.
- Major release upgrades are not covered by MAC packs and must be done via Professional Services as they are typically significantly larger pieces of work.

Here are some business rules on Change Management Packs:

- MAC packs can be added to any of our Assist, Assure or Augment service packages.
- MAC packs are annually recurring blocks of time, not one-off costs. Customers can choose to increase the size of the allowance at any time by paying the delta between packs.
- Any unused MAC tokens at the end of a contractual 12-month period will be lost, with the total amount reset in the following year.

13.1. Target SLAs for Change Management

Activities deemed to be "Standard changes" will be implemented within 1 working day of request as they are typically pre-defined and can be remotely implemented by our team.

Non-standard changes are more complex and varied significantly and have to be handled on a case-by-case basis. However, Maintel will acknowledge the request within 1 working day and will typically respond with scope and time effort/ costs within 5 working days.

13.2. Standard Change Management (Moves, Adds and Changes)

Standard changes are simple, remote configuration changes to existing functionality and are not foreseen to pose any risk of being service impacting. – Therefore, they don't require detailed scoping and risk assessment in advance.

Standard Changes are activities that should generally take no longer than 30 minutes to complete and are sometimes known as "Moves, Adds or Changes" or "MACs", RMACs, MACD's, Soft Changes or similar. We measure these changes using "30-minute MAC tokens" which are purchased in bundles or "MAC packs" for an annual recurring fee as outlined above.

13.3. Non-Standard Change Management

Non-standard changes typically relate to more complex changes, that require detailed scoping and/or planning to ensure a customer's service with us and any associated services that rely on them, won't be negatively impacted as a result. These changes, are therefore, expected to take longer than a Standard change and require more governance and more skilled people, to plan and execute the changes as a result.

Maintel has an incredibly rigorous process for governing these types of changes including risk assessment, writing papers, peer reviews and CABs, with the sole purpose of mitigating risk of something going wrong to a customer.

14. Customer Experience Management (CXM)

Maintain	Assist	Assure	Augment
No	Yes	Yes	Yes

The Customer Experience Manager or CXM provides relationship management and service governance. Their exact service and level of activity increases as you move up the service packages due to the other additional capabilities at their disposal. Ultimately, the CXM manages the operational relationship, drives continual service improvement and customer satisfaction, monitors and manage all contractual deliverables and governance and ensures consistently high levels of customer service is experienced throughout the course of the contract.

On-site meetings are optional as part of the Augment service. The CXM will be responsible for managing the in-life Service Level performance of the contracted service, ensuring customer satisfaction, and providing a platform for continual service improvement. The account manager will work in tandem with the CXM to provide day-to-day support for all matters relating to Account Management; acting as the primary interface into our change management function for planned and routine changes and with responsibility for the management and reporting of move, add and change requests.

General activities for a CXM will include:

- Contractual Service and Service Level Management
- Costed resource
- Named contact
- Operational Readiness
- Escalation Management
- Experience Management across Project, Transition & Support
- CSAT Measurement

14.1. Customer Experience Management Deliverables

	Maintain	Assist	Assure	Augment
Desk Based Service Management	-	✓	✓	✓
Service Level Management	-	✓	✓	✓
Incident Service Reporting	-	✓	✓	✓
Escalation Management	-	✓	✓	✓
MI Reporting	-	✓	✓	✓
(Moves, Adds, & Changes) MAC Pack Reporting	-	✓	✓	✓
Problem Management	-	✓	✓	✓
Quarterly Governance Meetings, Reviews & Actions	-	✓	✓	✓
Monthly Governance Meetings, Reviews & Actions	-	-	✓	✓
Availability Reporting	-	-	✓	✓
Change Control Reporting	-	-	✓	✓
Transition Management	-	-	✓	✓
Customer Service Improvement	-	-	✓	✓
Field Based Service Management	-	-	-	✓
Capacity and Performance Management	-	-	-	✓
Process Alignment (Customer Specific)	-	-	-	✓
Risk Management	-	-	-	✓

14.2. Governance Meetings, Reviews & Actions

Available in Assist, Assure & Augment

Maintel's approach to service reviews with yourselves, will be based on a common framework of IT Infrastructure Library (ITIL) best practice processes, for service delivery. We use these practices and processes to ensure that we provide you with a consistent and reliable, yet adaptive and responsive service, which allows you to focus on your business. Our aim is to establish and maintain a trusted partnership with you.

As part of our service to customers we will assign a CXM who will be responsible for the day-to-day management of the service, including:

- Regular service reporting, Service Level performance, Incident, and problem management performance, and change management status (submitted, delivered, planned, etc.)
- Chairing regular service review meetings, either onsite or via voice/video conference call, and ownership of all resulting actions.
- Ownership and management of the continuous service improvement plan (CSIP).
- Escalation management of all major Incidents and root cause analysis reporting.

The CXM will work in conjunction with your account manager and our customers to identify and develop enhancements to the delivered service to ensure continuous re-alignment to the changing needs of our customers business.

14.3. Service Frequency

Service	Assist	Assure	Augment
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Service Delivery Reports			
Incident & Problem Management	Quarterly	Monthly	Monthly
Availability Reporting			
Service Review Meetings			
Service Review	Quarterly	Quarterly	Monthly
Governance			
Steering Meeting – Business Review			
Performance & Relationship	Bi-annually	Quarterly	Quarterly
Commercial & Operational Performance			
Continuous Improvement			
Customer Satisfaction			
Innovation & Product Roadmap			
Innovation Workshop	Annually	Bi-annually	Bi-annually
Product Roadmaps			
Contractual Review			
Thought Leadership, Marketplace Knowledge, Industry Best Practice	Annually	Annually	Annually
ROI			
Planning – save to invest			
ESG Objectives			

15. Monitoring

Maintain	Assist	Assure	Augment
No	No	Yes	Yes

Maintel has been managing Communications and Networking technologies for many years. Over this time, we've developed partnerships with a number of third-party platforms and tools that enable us to proactively monitor these technologies; often helping to bridge gaps across multiple vendor customer environments or complementing the vendor technologies.

This market is quite complicated, so to simplify things, we try and categorise these tools into “basic” and “enhanced” monitoring capabilities as follows;

Basic monitoring, known as “Availability monitoring” - provides a proactive and rapid notification to Maintel's network operations centre when a device or users service becomes “unavailable” or goes offline. These monitoring solutions are integrated into Maintel's Service Management platforms and will automatically generate appropriate Incident tickets that customers can view, track and manage through their ICON portal. The key benefit of this type of monitoring is to reduce the amount of time a service is down for, as it doesn't require a customer raising a ticket for us to deal with an issue.

Enhanced Monitoring goes a step further and is a broad term to describe a number of different capabilities – but ultimately it seeks to understand things like usage, capacity, stability or other similar metrics. By having a better understanding of how the service is being used beyond “is it working?”. These tools enable Maintel to provide a richer, more insight driven approach with customers. For example, understanding the types of applications being used, or the overall capacity of a WAN circuit helps us to understand if that should be upgraded before an issue occurs. Or understanding a hybrid workers home network or laptop constraints might help us identify any negative impacts on their experience with our UCaaS or CCaaS service. Ultimately, enhanced monitoring is about gaining a greater visibility and understanding of how the service is used by people, to deliver the best experience possible and preventing certain issues from occurring in the first place.

Not all technologies or platforms have enhanced monitoring capability available, but we're always working hard to keep pushing the boundaries in this area to deliver a great experience to our customers.

15.1. Networking Monitoring (powered by Highlight)

What is it? We work with a technology partner called Highlight for monitoring networking technologies. Highlight is a multi-vendor, multi-tenanted, cloud based, integrated service assurance platform that collects and analyses complex network data across LAN, Wi-Fi, WAN/SD-WAN and Connectivity technologies; transforming it into an intuitive web portal. Highlight's SD-WAN integration enables Maintel to see the health and performance of both SD-WAN overlay networks and the underlay connectivity on which the SD-WAN relies, such as 4G/5G cellular, broadband and Ethernet.

How does it help? In a nutshell, it enables Maintel to proactively respond to issues with customer devices or connectivity, regardless of the technology vendor or network provider. It can also give us great visibility on the health, capacity and stability of underlay networks such as Ethernet, Broadband or Cellular which are often lacking in Vendor proprietary dashboards. This is particularly beneficial where customers don't have a single vendor across their networking estate (which is incredibly common).

15.2. Communications Monitoring (powered by Virsae)

MCSM for Public Cloud Overview

What is it? MCSM (Maintel Communication Service Management; based on our technology partner, Virsae's, Service Management platform or VSM) is a multi-vendor, end to end monitoring platform for unified communications and contact centre applications.

What business problems does it resolve?

There are five key areas that many business leaders are currently focused on:

- 1.Managing brand & reputation by optimising Customer Experience (CX)
- 2.Nurturing employee wellbeing in a remote workforce to build workplace culture and staff retention
- 3.Acceleration of issue resolution to reduce service desk pressure and employee frustration
- 4.Improving financial performance in people and technology
- 5.Bolstering security and compliance

MCSM with VSM-E supports brand reputation and employee wellbeing across the entire communications network. It shows where and how to optimise customer experiences and employee wellbeing wherever employees work, enhancing brand reputation, and positively contributing to culture and staff retention. It provides complete end-to-end visibility across your XCaaS environment with the insights to find, fix and mitigate issues before they cause unnecessary frustration or business impact.

This level of proactivity is achieved through automation. Furthermore, in MS Teams environments, user feedback can be sent directly to the service desk, bypassing the need for employees to call or email to report problems. MCSM enables data-driven decision making which accelerates the speed-to-value for digital transformation, operational and financial efficiency programs, by measuring employee uptake of new capabilities. It leverages the latest in machine learning technology to address new challenges across health & safety, security, and compliance.

What value does MCSM bring for public cloud?

The ten most common causes of poor-quality experiences for hybrid workers are now within their workstation itself, in the environment where they are located, or in the internet connection to the public cloud:

- Contention for hardware resources – CPU, Memory, Disk
- Poorly performing Wi-Fi networks
- Audio device type (approved headset through to PC microphone and speakers)

- Noisy environments
- Network performance impacted by ISP
- Long peering distance to the Genesys or Teams Tennant / SBC
- Speed / duplex mismatches
- Out of date or mismatched drivers
- Misconfigured QoS causing high latency, dropped packets and jitter
- Missing or misconfigured configuration within the SBC

MCSM with VSM-E delivers insights into an employee experience from the audio device to the application to the infrastructure. Wherever they are and whatever they're using, accelerating root cause analysis, increasing our ability to be proactive, reveal insight into true user experience, assess user uptake and contributes to service improvement planning.

What is "VSM-E"?

VSM Everywhere or "VSM-E" unlocks critical insights across enterprise communications systems regardless of location – remote, office or hybrid. VSM-E is a small piece of software, known as an agent, that is installed on an employees' laptops to gather information about the device's performance (RAM, CPU utilisation, etc.), home network performance and headset information (for compatible headsets – currently works with Jabra)). MCSM (or VSM) refers to the cloud-based monitoring platform that the data from VSM-E is visualised in.

How it works

Voice quality in the hybrid world is no longer traffic from physical endpoints. Other factors such as PC, home network performance, device performance, headsets, SBC's and XCaaS and UCaaS environments can now be the root causes of poor experience for people. By combining technical analytics with WFH network and room analytics, MCSM monitoring with VSM-E allows business to get full stack end-to-end visibility of hybrid working environments. Designed for optimising customer and user experience, VSM collects data from XCaaS platforms and enabling technologies, in the cloud, across the enterprise and in 'unmanaged' WFH environments – even extending to telemetry data, such as headset boom position and background noise. The data from disparate sources is joined together within each communications interaction, presenting a full stack view, from end-to-end:

- **Technical analytics** – manage the performance of your XCaaS platform, including voice quality, call details, and SIP (external connectivity) utilisation
- **WFH network analytics** – monitor local network and technology performance for remote workers, including PC / laptop, ISP, Wi-Fi performance. Capture elements of configuration, release, capacity, and security management of remote networks
- **Room analytics** – identify environmental factors affecting remote workers and the customers they support
 - Telemetry – track boom arm position guidance, and mute/unmute events during calls
 - Environment – monitor background noise and audio exposure during calls
 - Inventory – track serial numbers, firmware versions, attached device name

MCSM for Avaya Private Cloud Monitoring Overview

MCSM stands for Maintel Communication Service Management and is the brand of our monitoring solution built on and in partnership with Virsae's Service Management (VSM) platform. MCSM is a market driven, innovative service that cohesively delivers proactive management across multi-vendor communication applications. MCSM has been specifically developed to meet the needs of customers using these applications and the communications service providers that support them. The service is designed to be highly flexible and requires no infrastructure, allowing customers to leverage MCSM without capital outlay. It also complements existing support offerings as a straightforward management overlay. MCSM is architected on the Information Technology Infrastructure Library (ITIL) - the industry-recognised best-practice IT Service Management framework. ITIL is used by a wide variety of organisations that employ world class practices for managing IT infrastructure.

MCSM is hosted in Microsoft Azure, a high-availability secure cloud environment and delivered to users via a web browser. Virsae processes billions of pieces of data in the cloud every month, using the Data Lake technology stack to manage storage and the sharing necessary for gaining insight on a global scale. This means VSM users benefit from

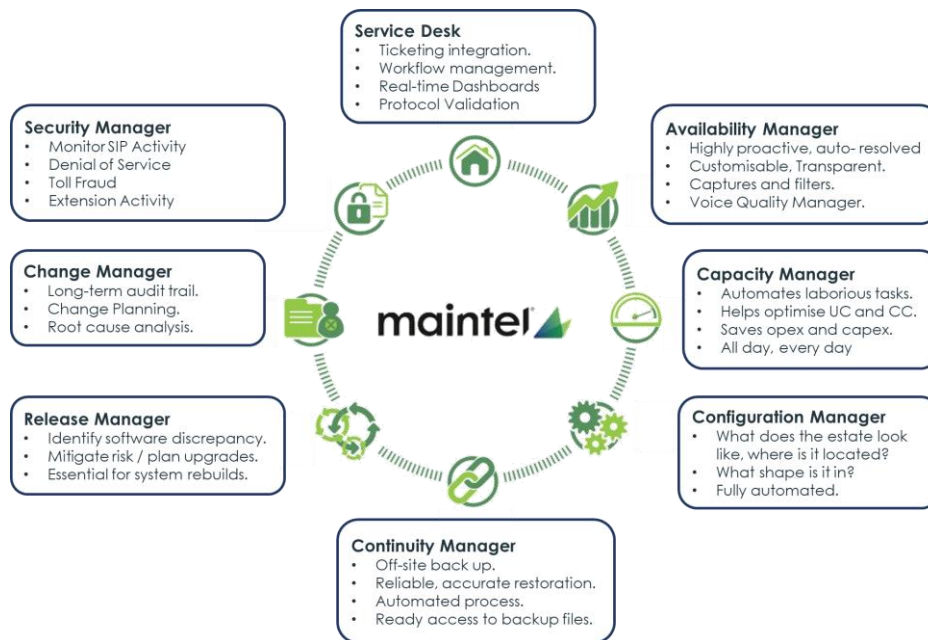
the collective experience gained across all supported environments. The ITIL philosophy regards service management as a number of closely related and highly integrated processes. VSM has been developed to allow customers to adopt ITIL practices and apply these to communications systems. We have two levels of monitoring for our Private Cloud – Avaya customers to choose from:

Basic Monitoring (available with Assure):

- Service Desk
- Availability Manager (including Voice Quality Manager)
- Continuity Management
- Security Management

Enhanced Monitoring (available with Augment):

- Capacity Manager
- Configuration Management
- Release Management
- Change Management



16. Service Readiness Checks

Maintain	Assist	Assure	Augment
No	No	No	Optional

Dedicated, daily time from an expert to attempt to spot & prevent issues before they occur

Customer challenges:

- Outages of key business platforms and systems can have huge consequences for organisations preventing customers contacting you or your people from doing their work... ultimately costing you money.
- Monitoring platforms provide incredible value, enabling organisations to react incredibly fast and minimise downtime, but they can't always prevent the issue occurring.

What are Service Readiness Checks?

They are daily, remote checks, made by a skilled engineer, designed around what's critical to a customer's organisation, with the aim of spotting and catching potential issues before they impact them.

- **Standard:** As standard, Maintel engineers will remotely check customers core systems, alarms, monitoring platforms and logs on a daily basis, attempting to spot anything that could cause an issue in the future and make recommendations to rectify. This can be included as an option within our Augment Managed Service, giving an allowance of 30 mins of checks per day Mon – Fri with a weekly summary email of activity & checks performed.
- **Tailored:** If the customer knows exactly what they want and that requires more frequent or complex checks, we can design a bespoke service and provide a tailored project price to uplift the service. We can also perform the checks out of business hours if the customer would prefer and even create a bespoke report for them.

Examples

- Replicate the customer experience in communication channels
- Ensure business critical applications are working as expected

Process for the tailored option

- During the consultancy or onboarding stage, our pre-sales team should engage with the engineering team to discuss exactly what systems and checks the customer would like to see
- An estimate can be given as to the amount of daily effort required
- If it is greater than 1 hour of time per day, a price will be given to uplift the allowance to the desired amount.