

Softcat

MULTI VENDOR SUPPORT SERVICE

SD016 SERVICE DESCRIPTION



Document Control

Version	Completed by	Date
1.0	Paul Todd	13 December 2013
2.1	Amanda Mason	26 February 2019
2.2	Amanda Mason	30 April 2019
2.3	Amanda Mason	10 June 2019
2.4	Amanda Mason	23 July 2019
2.5	Amanda Mason	11 April 2022

Prepared by

Name	Job title
Paul Todd	Service Commercial Manager
Amanda Mason	Services Development Team Lead

Contents

1. Service overview	4
1.1 Service summary	4
1.2 Service feature table	5
2. Service Detail	6
2.1 Support Service Desk	6
2.2 Hardware Breakfix Support	6
2.3 Software Support	6
2.4 Contract Management	7
2.5 Service Delivery Management (Support Service)	7
2.6 Service Delivery Manager (Optional Add On)	7
3. Service Levels	8
3.1 Support Service Desk	8
3.2 Hardware Breakfix Support	8
4. Customer responsibilities	9
4.1 Service Desk	9
4.2 Hardware Breakfix Support	10
4.3 Software Support	11
4.4 Contract Management	12
4.5 Service Delivery Manager (Optional Add On)	12
5. Notable exclusions	13
5.1 Support Service Desk	13
5.2 Hardware breakfix support	13
5.3 Software Support	13
5.4 Contract Management	14
6. Service acceptance and onboarding	15
7. Service billing and contract term	16
8. Terms and Conditions	17
8.1 Overview of Terms and conditions	17
8.2 Data Processing Agreement and Acceptance of the Contract	17
8.3 Additional Terms	17

1. Service overview

All bold and capitalised Terms throughout this Service Description are described in the [Glossary and definition of Terms](#).

1.1 Service summary

Softcat's Multi-Vendor Support Service (MVS) provides a single point of contact for Customers' hardware and software maintenance support, delivered via service providers which have been pre-determined and authorised by Softcat.

Softcat's MVS Service offers all-in-one tech support through full consolidation and management of Customers' various support contracts.

The Service is delivered wholly through pre-determined Service support provider(s), with Softcat determining which vendor/supplier is the right resolver group for the issues reported by the Customer and providing logging and management of incident/service request updates. Throughout this service, Softcat maintains the end-to-end ownership of the ticket from the point it is created, through to resolution.

The service comprises:

24x7x365 access to log support Tickets ("**Service Desk**")

Triage and resolution or workaround of hardware Incidents ("**Hardware Breakfix Support**")

Software advisory support, updates, and recommendations ("**Software Support**")

Management of the customers contract on their behalf ("**Contract Management**")

A point of contact and escalation ("**Service Management**")

Optional Add-Ons are chargeable extras and, where required, will be quoted, and confirmed on the Customer's Work Order.

Providing a named Service Manager, service reviews and service reporting ("**Service Manager**" (Optional Add-On))

Together, the above comprise the Multi-Vendor Support Service, referred to as "the Service" within this document.

In addition to any terms set out in this Service Description or the Work Order, the following applies to the delivery of the Service set out in this Service Description.

Softcat's Terms and Conditions: <https://www.softcat.com/terms-and-conditions/>

The Data Processing Agreement: <https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf>

1.2 Service feature table

Multi-Vendor Support Service	
Support Service Desk*	
Log support Tickets 24x7x365	✓
Online support portal to track and log calls	✓
A minimum of two (2) authorised contacts	✓
Incident/Service Request Response SLA	15 minutes
Hardware Breakfix Support	
Hardware breakfix	✓
Engineer to site option available	✓
Hardware breakfix for EOL hardware***	✓
Software support**	
Access to vendor portal	✓
Access to vendor hotfixes and service patches	✓
Access to vendor software downloads and firmware	✓
Managed escalation to Vendor Support Centre	✓
Configuration advisory support	✓
Contract Management ****	
Management of service contract on behalf of the customer*****	✓
Service Delivery Management (Support Service)	
Contact and escalation	✓
Service Delivery Manager (Optional Add On)	
Named Service Delivery Manager	✓
Service reports and reviews	✓

*Requests are acted upon within chosen coverage hours, as confirmed in the Customer's Work Order

**Software Support is available where the Customer has purchased a support contract from Softcat through a Vendor Partner Programme, unless Vendor restrictions apply

***EOL Hardware Breakfix Support is provided where Components and Supported Products are available and unless service provider restrictions apply

****Contract Management is limited to managing the deliverables stated within a provided service contract and any terms directly related to the required output.

*****Any customer owned Service contract the Customer retains overall accountability for the contract between themselves and the service provider along with any commercial or general terms contained therein.

2. Service Detail

2.1 Support Service Desk

This service provides assistance, resolution or workarounds to customers who manage their estate with in-house support staff and expertise.

Authorised Customer Contacts have access to Softcat's Service Desk around the clock and on any day of the year ("24x7x365").

Customer Contacts should raise Tickets for Incidents and Service Requests via phone in order to meet response SLA.

2.2 Hardware Breakfix Support

Where a hardware issue is identified following Incident triage, a replacement Component or Supported Product (whichever is applicable) will be dispatched to support the resolution of the Incident. Where the Customer has purchased a Service Level which includes an onsite engineer, the engineer will replace the faulty part and bring the Supported Product back to a working state.

Softcat typically provides three types of optional hardware Incident Service Levels:

- a. Engineer Response
- b. Engineer Fix
- c. Parts Only

The Customer's hardware Incident Service Level type and associated Service Level times will be confirmed on the Work Order.

Where stated as such in the Work Order, hardware for End-of-Life Supported Products is provided under this service (subject to Component or Supported Product availability).

It is assumed, unless agreed with the Customer and stated in the Work Order, that the Customer's Supported Products are situated at floor level. Where Supported Products are above floor level (and where this is up to three metres above floor level) it may be necessary for Softcat to add an additional cost in order to provide the Service. Any additional costs will be quoted to the Customer and confirmed on the Work Order.

Where a Customer believes that a replacement Component or Supported Product is needed, a replacement may be requested at any time. In the event that Softcat agrees to replace the Component or Supported Product at the Customer's request (and the Incident triage process has not been completed) the Customer agrees to pay a "false call out" charge if the root cause of the fault was not related directly to the Supported Product; for example if the fault was caused by a software issue in a different part of the Customer's Operating Environment.

2.3 Software Support

Fixes or workarounds for software Incidents will be provided to Customer Contacts in line with this Service Description.

Vendor software support and access to software updates, firmware updates and patches are included in the service only when the vendor service has been purchased as part of the solution. Where applicable and

required, Softcat will escalate software Incidents to the Vendor Support Centre and manage the Ticket with the Vendor.

The service provides access to upgrades, patches or bug fixes from the Software Author/Vendor unless otherwise specified in the Work Order.

The service does not provide any escalation of an Incident to the Software Author/Vendor unless specified on the work order.

2.4 Contract Management

Where applicable, Softcat will manage the service provider contracts on behalf of the Customer. Contract management is the management of contracts made with customers, vendors or service providers. As appropriate, contract management includes negotiating and ensuring adherence to the terms and conditions of a contract, as well as documenting and agreeing any changes and/or amendments that may arise during its implementation or execution of the service. This will include, but is not limited to, changes to inventory, service levels and/or location.

2.5 Service Delivery Management (Support Service)

The Service Delivery Management Team is a point of contact and escalation for any services detailed within the Work Order. The Service Delivery Management Team is available during standard UK Working Hours.

A named Service Delivery Manager, service report and service reviews are available. Where requested, this will be quoted separately and detailed in the Work Order.

2.6 Service Delivery Manager (Optional Add On)

Customers will be assigned a named Service Delivery Manager who will produce a monthly service report and deliver service reviews. The Service Delivery Manager will also act as a point of contact and escalation for any services detailed within the Work Order during standard UK Working Hours.

Customers will receive a service report via email to an agreed distribution list. The report will detail performance against pre-defined KPIs and SLAs.

Where requested the report can be customised, this is subject to additional charge which will be quoted separately and detailed in the Work Order.

The Service Delivery Manager will undertake a service review with the Customer at an agreed frequency (monthly/quarterly). The service review will be used to discuss the service report in more detail, as well as any previously highlighted actions. Meeting minutes will be captured and distributed to an agreed distribution list.

3. Service Levels

3.1 Support Service Desk

Softcat offers a Response Service Level, which is Softcat's commitment to raise a Ticket against the Customer's Incident or Service Request within a given time from when the report or request is made to the Service Desk.

The Response Service Level for Incidents and Service Requests is <15 minutes from receipt of the call.

3.2 Hardware Breakfix Support

A variety of Service Levels for remediation of Incidents ("Fix SLAs") and an engineer being on site to address an Incident ("Engineer Response SLAs") are available for the Supported Products. Hardware Incidents will be resolved within the agreed Service Level after the completion of the triage process. Service Level options will be discussed with each Customer and agreed Service Levels will be confirmed in the Work Order.

4. Customer responsibilities

4.1 Service Desk

- a. The Customer should ensure Customer Contacts have sufficient access and/or permissions to raise a Ticket. The Customer Contact should have the expected knowledge of this Service to be able to raise a Ticket
- b. The Customer should ensure that Customer Contacts are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and be of a sufficient proficiency to apply the recommendations that are provided as part of this service
- c. Prior to Service commencement the Customer should provide:
 - i. A minimum of two (2) Customer Contacts for the purpose of support, escalation, and continuity
 - ii. Any relevant Key Information e.g. Customer Contact information and models, serials, tenancy, subscription etc
 - iii. If required, customer will authorize Softcat to place calls on their behalf with written consent provided, Softcat's ability to provide this service maybe dependant on obtaining this information
- d. When raising a Service Request or Incident the Customer Contact should provide, when requested by Softcat:
 - i. Contact details of the Customer Contact
 - ii. Valid and applicable serial numbers for the affected Supported Product(s)
 - iii. Reasonable visibility of system logs, configuration files and error messages
 - iv. Details of software versions and configuration
 - v. A description of the symptoms and other devices or services impacted
 - vi. Confirmation when the issue first occurred and if it has occurred before (where possible provide just previous Ticket references)
 - vii. Details of any recent changes or projects implemented prior to the issue being raised
 - viii. Details of all fixes, configuration amendments and updates performed already to attempt to resolve prior to raising the Incident or Service Request
 - ix. To what extent the issue is affecting operation of the Customer's business
 - x. The number of End Users impacted and their location
 - xi. Details of any troubleshooting steps already undertaken
- e. Implementation of best practice recommendations advised by Softcat
- f. Direct support for End Users. Customers should ensure the Customer's staff are trained to refer all Incidents to the Customer Contact in the first instance, and not permit persons other than a Customer Contact to approach Softcat to register an Incident or Service Request
- g. Provide Thirty (30) days' notice to Softcat of any requested addition(s) to the Supported Product list
- h. Follow the information in the "Softcat Services Welcome Pack"
- i. Use the service only for the business purposes of the Customer and keep all access credentials and certificates, which Softcat may provide to allow access to the service, safe and secure, and not share them with any third party without Softcat's prior written consent
- j. Not use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction
- k. Configuration changes and upgrades to the Supported Products
- l. Monitoring and/or management of the Supported Products
- m. Patching of the Supported Products

4.2 Hardware Breakfix Support

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment
- b. Unless otherwise stated as supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or software associated to:
 - i. devices used by End Users
 - ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment
 - iii. user authentication services
 - iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment
- c. Avoid Components which are:
 - i. unauthorised by Softcat (or where consent of Softcat to their use has not been received)
 - ii. not purchased via a route approved by the Vendor or manufacturer
 - iii. "grey" products, being devices/Components purchased through unauthorised channels e.g. from overseas
 - iv. devices/Components excluded from support by the Vendor or manufacturer (e.g. where a product is End of Life)
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the Supported Equipment and the Service Desk engineer. This is so that problems may be diagnosed and, where possible, corrected remotely
- e. Ensure that all Supported Products are insured for full replacement value against loss or damage and against all prudent and normal insurance risks
- f. Keep each Supported Product at the Customer Site notified to Softcat and not move it without informing Softcat
- g. Structured and network cabling in the Customer Operating Environment and/or its connections to the Supported Product(s)
- h. Assistance where possible in troubleshooting any failed hardware prior to initiating the hardware breakfix procedure
- i. The name of a point of contact prior to delivery of replacement Components or Supported Product(s)
- j. Take all reasonable precautions to ensure the health and safety of Softcat employees and Softcat agents who are attending the Customer Site
- k. The Customer may remove individual Services or Covered Equipment from an existing Work Order by giving (90) days' prior written notice to Softcat.
- l. The customer shall notify of any defective replacement parts within the service provider agreed timeframe.
- m. The Customer will not during the term of the Agreement carry out any repairs or maintenance to the Equipment either itself, or through its agent, servant, or employee, and in the event of the Equipment being repaired by the Customer or its agent, servant or employee, this Agreement shall terminate forthwith and the obligation of Softcat or under this Agreement shall terminate without prejudice to any claim Softcat may have against the Customer in respect of service carried out or to be carried out under this Agreement

4.3 Software Support

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment
- b. Unless otherwise stated as supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or Software associated to:
 - i. devices used by end users
 - ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment
 - iii. user authentication services
 - iv. connectivity, including the method, hardware, or protocol of communicating with the Customer's Operating Environment
- c. Avoid Software which is/are:
 - i. unauthorised by Softcat (or where consent of Softcat to their use has not been received)
 - ii. not purchased via a route approved by the vendor or manufacturer of that
 - iii. Software (including, but not limited to, "grey" Products, being Software purchased through unauthorised channels e.g. from overseas)
 - iv. Software excluded from support by the vendor or manufacturer (e.g. where a Product is End of Life (EOL))
- d. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the supported equipment and the Service Desk engineer. This is so that problems may be diagnosed and, where possible, corrected remotely
- e. Where the Service includes Software, the Customer acknowledges that the Service can only be provided if they have entered into an End User License Agreement ("EULA")
- f. The Customer will provide to Softcat with TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images
- g. Except to the extent it would be impossible) network diagrams and topologies of the technology infrastructure in which the Supported Products are embedded
- h. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment
- i. Customers must keep their relevant service Software support Contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges will be confirmed on the Customer's Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date
- j. Data backup - the Customer shall maintain a separate backup system or procedure that is not dependent on the Products, materials or services provided under this Agreement such that lost or altered Customer files, data or programs can be constructed

4.4 Contract Management

In circumstances where Softcat have agreed by exception that a customer can bring a contract to Softcat and signs up to the Multi-Vendor Support Service, the customer must provide Softcat visibility of the contract with a list of product information, serial numbers and locations, that can be added to Softcat's records to allow Softcat to maintain the Service Levels set out in the Customer Work Order

4.5 Service Delivery Manager (Optional Add On)

Provide email distribution list for the Service Management report

5. Notable exclusions

5.1 Support Service Desk

- a. Service Requests for project and design work, including Professional Services.
- b. Softcat obligation to provide Support shall not extend to:
 - i. rectification of lost or corrupted data
 - ii. faults caused by Customer failure to use the Supported Items in accordance with the requirements of the documentation or manuals supplied with such Supported Software and/or caused by operator error or omission; and
 - iii. faults attributable to other hardware or software or its use or interaction with the Supported Software

5.2 Hardware breakfix support

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand
- b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date
- c. Equipment or technology, listed as Supported Products, where third-party Components have been installed such as memory, which were not manufactured by or certified by the vendor of the Supported Product
- d. Consumable items, where these have been identified as Consumable items by the Service Provider
- e. Repair or replacement of Supported Products which, in Softcat's opinion (acting reasonably) are beyond economical repair or damage resulting from misuse or neglect
- f. Customer will be charged in addition to the agreed Fees at Softcat's then current rate, should it be deemed the Supported Products, Components or labour supplied to the Customer are as a result of the Customer being in breach of any of the conditions, obligations, or undertakings in this Service Description or otherwise the Contract (or to bring the Customer back within those contractual obligations)
- g. If a Customer requests maintenance services on equipment not detailed within this document or within the Work Order
- h. Installation, de-installation, reinstallation or moving covered equipment and/or connectivity where applicable;

5.3 Software Support

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand
- b. Softcat Service Levels will not apply to the resolution or workaround of any Software Incidents and support is provided on a reasonable endeavour's basis. Only Response Service Levels apply to Software Incidents
- c. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing
- d. Software, Operating System, and firmware support for Supported Products that are EOS/EOL

- e. Software support for Supported Products that are excluded from support by the vendor
- f. The effects of a vendor-recommended patch on the Supported Product
- g. Field engineer attendance to resolve Incidents (unless stated as includes elsewhere in this Service Description)
- h. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported Software problem and the Customer chooses not to do this, support could be limited
- i. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as "grey market"), stolen or second-hand.
- j. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date
- k. Softcat Service Levels will not apply to the resolution or workaround of any Software Incidents and support is provided on a reasonable endeavour's basis. Only Response Service Levels apply to Software Incidents
- l. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing
- m. Software, Operating System, and firmware support for Supported Products that are EOS/EOL
- n. Software support for Supported Products that are excluded from support by the vendor
- o. The effects of a vendor-recommended patch on the Supported Product
- p. The provision of Software and the provision of a vendor support package
- q. Field engineer attendance to resolve Incidents (unless stated as includes elsewhere in this Service Description)
- r. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported software problem and the Customer chooses not to do this, support will be limited

5.4 Contract Management

If the customer has any agreed bespoke requirements direct with a Service Provider that Softcat have not been made aware of, these will be excluded as part of the deliverables of this service.

6. Service acceptance and onboarding

Following receipt of a Customer purchase order, Softcat will confirm the Contract by sending a Work Order, which is usually undertaken online via DocuSign.

Following the acceptance of the Contract, the Onboarding Period will begin. This is the period in which any pre-requisite dependencies for the service are completed, for example, the collation of the Key Information. If there is a requirement for any additional assessment of the Customer's Operating Environment following Softcat's receipt of the Key Information, this will be undertaken during the Onboarding Period.

The Activation Date for the Service will begin 14 days after the confirmed Onboarding Period. Where any Key Information requested by Softcat is outstanding at the Activation Date, Softcat's obligation to deliver the Service shall be subject to reasonable endeavours or any applicable time and material charges.

Shortly after the Work Order is signed, the Customer will receive a "Softcat Services Welcome Pack" document, which includes key contact details for Softcat, an overview of the escalation process, and other useful information.

7. Service billing and contract term

The billing frequency, Contract Start Date and the Initial Term all of which are subject to individual Service Provider Agreements and will be agreed with the Customer and confirmed in the Work Order.

Where a Supported Product is added during an existing Term of the Service, where possible the support for that Supported Product will co-terminate with the existing contract Term. Where this is not possible, Softcat will seek to agree a Term with the Customer for the additional Supported Product(s).

Customers can renew the service at any time by obtaining a quote from their Softcat Account Manager. Before the end of any existing Contracts, Softcat will contact the Customer with a quote for renewal.

Following installation, a customer can terminate with cause for a breach of contract on written notice specifying the breach complained of and allowing Softcat 30 days in which to remedy the breach if the breach is capable of remedy or with immediate effect where the breach is not capable of remedy.

Following installation, any termination for convenience is subject to no less than 90 days' written notice.

Prior to installation, the Customer may only cancel an Order for a Solution with the Vendor's written agreement, which may be subject to payment of cancellation charges. Softcat will notify the customer of any applicable cancellation charges and, unless otherwise agreed between the parties, the payment terms set out in the Contract will apply.

8. Terms and Conditions

8.1 Overview of Terms and conditions

The delivery of the Service to the Customer shall be governed by this Service Description, the Work Order and Softcat's Terms and Conditions and the other agreements listed below.

Softcat Terms and Conditions <https://www.softcat.com/terms-and-conditions/>

Capitalised terms in this document shall have the meaning set out here:
<https://www.softcat.com/documents/glossary-and-definition-of-terms.pdf>

In the event of any discrepancy or conflict between the Softcat Terms and Conditions, Service Description and the Work Order, the Work Order shall take precedence to the extent of any discrepancy or conflict.

For the purposes of the relevant Work Order and this Service Description, the term "Service" shall be interpreted as an "Annuity Service".

8.2 Data Processing Agreement and Acceptance of the Contract

By signing the Work Order, the Customer agrees to the Data Processing Agreement (DPA), available here:
<https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf>

The DPA shall be a separate agreement to the Contract (and no liability shall arise (i) under this Contract in respect of the Processing, or (ii) under the Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

If, in the absence of a signed Work Order but following receipt of this Service Description, the Customer provides a PO for the Services and/or instructs Softcat to provide the Services, the Customer shall be deemed to have accepted the terms and conditions of the Contract, including the Service Description and the DPA.

8.3 Additional Terms

8.3.1 Service Desk

- a. Unless otherwise agreed in writing by Softcat, the Service is only provided for Vendor-manufactured products which have been disclosed to Softcat (including serial numbers and any other Key Information, where relevant) for this purpose and set out in the Work Order and/or its supporting documentation ("Supported Products", each a "Supported Product");
- b. The Activation Date shall not occur until a) the Customer has provided the Key Information; and, subsequently b) the Onboarding Period has been completed. Additionally, where Softcat has requested that the Customer sign the Work Order, Softcat will be under no obligation to commence the Onboarding Period until the Work Order has been signed by the Customer and provided to Softcat (to the extent that Softcat has not requested a signed Work Order, the lack of signature shall not invalidate the Contract, which shall be deemed formed on Softcat's acceptance of the Customer's purchase order). In the event Softcat agrees or elects to supply the Support Service without the above conditions having been met, performance of the Support Service is subject to Softcat's reasonable endeavours, and the Service Levels shall not apply until these conditions have been met.

- c. The Customer shall supply to Softcat where applicable and where requested by Softcat a) the Serial Numbers, b) the names and contact details of the Customer Contacts, and c) any other information reasonably requested by Softcat (together, the “Key Information”), prior to the Contract Start Date.
- d. During the Onboarding Period, to the extent that it continues beyond the Service Provider Start Date, any performance/provision by Softcat of the Support Services shall be subject to Softcat’s reasonable endeavours, and the Service Levels shall not apply. The Service Levels will apply on the expiry of the Onboarding Period.

8.3.2 Hardware Breakfix Support

- a. Where the Customer or the Customer’s representative has installed the Supported Products and where Softcat reasonably believes that the Supported Products have not been installed correctly, Softcat and its Partners are not obligated to deliver the Service;
- b. Any applicable Service Level commences at the earlier of a) the diagnostics having been completed, and the replacement Component or Supported Product being requested by the Customer, providing that the Customer has communicated all information required by Softcat to remedy the Incident;
- c. Where a Supported Product or Component is replaced pursuant to the Service, the product or Component with which it is replaced shall automatically take the place of the faulty product or Component as a Supported Product;
- d. Softcat warrants that any parts which are repaired or replaced as part of the performance of Infrastructure Support shall be free of defects for a period of thirty (30) days from such repair or replacement (in addition to any manufacturer’s warranty the benefit of which may be passed to the Customer).
- e. Where faulty hardware (including hard disks) are replaced, these will be removed from the customer premises unless the customer elects to retain the hardware, in which case an additional charge would be incurred;

8.3.3 Software Support

- a. The Vendor will only provide support to devices which have had continuous Vendor-approved support of the type offered by the Service. Because it is a requirement of the Vendor that support of this type be continuous, it is assumed for each Supported Product that, unless the device has been purchased new at the time of the commencement of the Service, the Customer retained such support prior to the Vendor Start Date for that Supported Product. If not, the Customer will be required to pay for such support for the period between the expiry or termination of their previous equivalent support contract (or their purchase of the devices, whichever earlier) and the Vendor Start Date. In the event, such payment is not made in respect of such devices, they may not qualify to be treated as Supported Product pursuant to the Service, but the Customer will still be liable to pay for the Service for that device/those device based on Softcat’s reasonable belief that such support has been continuous.
- b. In the event that a Supported Product becomes EOL during the Term, the Service in respect of that Supported Product shall be limited to the break-fix service and the other aspects of the Service (including, updates to Software and the access to the Vendor Support Centre service for remote diagnosis) shall no longer be included with the Service.

8.3.4 Warranties and exclusions

- a. The Customer warrants that the Supported Products are in good working order at the Contract Start Date, the Key Information Date and the Activation Date (except to the extent a fault has been reported at that time, and Softcat (or their predecessor as provider of services equivalent to the Service) has elected in

its discretion to address that fault as though the Service was in full effect at that time). If Softcat reasonably believes that any Supported Products were not in good working order prior to that date:

- i. the Service may be withheld in respect of those (and potentially other) Supported Products, and/or
 - ii. Softcat may elect to extend the Onboarding Period for that/those Supported Products.
- b. The following are not included in the support provided by the Service, and Softcat shall have no liability under any Work Order for the Service described in this service description for:
- i. Software licensing
 - ii. upgrading any Supported Devices
 - iii. the installation of vendor-recommended patches and hotfixes
 - iv. the effects of a manufacturer-recommended patch on the Supported Device
 - v. Infrastructure and network cabling
 - vi. any devices which are not Supported Products or are otherwise outside the scope of the Support Service



Softcat