



Terms

1. Definitions

Agreement Dates means the dates stated within the Order Form.

Agreement Term means the Service onboarding period detailed in the Project Plan which is completed prior to the Service provision which commences on the Go-Live Date for a fixed term as detailed in the Order Form.

Applicable Service Levels and KPI's means the measures set out in table 6.0;

Configuration Procedure means a Customer owned and provided document that details the tasks and steps the Company shall follow when configuring Customer asset(s) to be sent to an end user, including but not limited to installing asset tags, conducting BIOS configuration changes, configuration of device encryption technologies, image installation, including user documentation such as a basic how to data sheet, post configuration tasks including but not limited to testing. Does not include provision of asset tags;

Commercial in Confidence means not for distribution to third parties without XMA's written consent.

Coverage Hours means between the hours of 08:00 and 18:00 any day other than a Saturday, Sunday or public holiday in England;

Deviation of Service means any requirement by the Customer will be classed as a bespoke Service and may incur additional charges.

Undisputed Service Fees means any amounts payable by the Customer that are not paid by their due date. The Company will cease delivery of the Services and no longer be liable for any Customer assets held in the Company's premises.

Customer responsibility means security, backup & reinstallation of their data at all times.

Company liability cap means no liability for loss of software and data. The Company shall proprietary information, or personal information, contained in a Customer asset.

Assets Insurance means hardware insured by the Company or Customer for fire theft or damage at all times.

Exclusions means anything not expressly stated as included within the Service Schedule.

Exit Plan means a document mutually agreed in writing between the Parties no later than 60 days prior to the fixed term end date detailing the tasks, owners, dependencies and timeframes for completion of all service decommissioning activities and any associated charges;

EULA means End User Licencing Agreement provided with all licencing contracts to the Customer

Go-Live Date means the date documented in the Service Operation Manual that the fixed term shall commence;



Interest means where XMA reserves the right to charge interest of 4% on any undisputed payments withheld by the Customer;

Losses means only those for which the Company assumes responsibility, and which shall be recoverable by the Customer:

- Loss or damage of Customer assets purchased from the Company that are held within Company's secure warehousing facility;
- Loss, or damage of Customer assets in transit;

Management as a Service has the meaning of the Services detailed in sections 3.0, 4.0, 5.0 and 6.0 of this document;

Non-Cancellable / Non refundable means all orders placed shall be provided to the Customer and refunds shall not be applied. ;

Onsite Engineer means an authorised representative of the Supplier or any third party agent to the Supplier, who is a party to the Agreement to provide relevant services;

Partner means any subcontractor used by the Company in the delivery of service;

Project Plan means a document mutually agreed in writing between the Parties detailing the tasks, owners, dependencies and timeframes for completion of all Service onboarding activities required to achieve the target Go-Live Date;

Service means provided to mainland UK only.

Service Fees means those detailed within the Order Form and furthermore within section 4 of this document are payable within 30 days from receipt of an invoice;

Service Operation Manual means a document including but not limited to i) the standard operational processes and procedures relating to the Services, ii) any Customer specific processes and procedures the Company has agreed to follow, iii) the Service Go-Live Date and iv) the fixed term end date;

Standard Service means all Services are delivered in accordance with the Company's standard processes, procedures and toolsets.

Intellectual Property Rights means all processes, procedures and work instructions created by the Company to facilitate delivery of the Services shall remain the property of the Company and shall be transferred to Customer at the Companies sole discretion. All processes, procedures and work instructions created by the Customer shall remain Customers property and shall be transferred back to the Customer if agreed within the Exit Plan and all records deleted from the Supplier systems within 30 days from the fixed term end date;

Termination for convenience is not permissible;

1. Standard Service Features (Chargeable)

Sub-service	The Company shall:	The Customer shall:	Sub-service specific terms
Service Onboarding/Exit	<ul style="list-style-type: none"> - Provide a named transition manager who will co-ordinate internal Company resources to ensure successful completion of Service onboarding/exit tasks in accordance with the Project Plan/Exit Plan (as applicable). - Deliver reports detailing onboarding/exit task status and any risks or issues. - Host remote meetings with the Customer to review the report. 	<ul style="list-style-type: none"> - Co-ordinate all internal Customer tasks including delivery of any existing Customer assets to the Company's stockholding facility (where applicable) during Service Onboarding and collection during Service exit. 	<ul style="list-style-type: none"> - The tasks, owners, dependencies and timeframes for completion of all Service onboarding/Exit activities shall be mutually agreed in writing between the Parties in the form of a Project Plan/Exit Plan (as applicable). - Onboarding of Customer assets exceeding the quantity of pallets specified within the Service onboarding section of the Order Form will be subject to the stock onboarding fee.
Core Service - Service Reporting	<ul style="list-style-type: none"> - Provide the Customer with a monthly report based on the previous calendar months service data detailing Service activities (e.g. tickets logged/closed) and the Company's adherence to the Applicable Service Levels and KPI's. 	<ul style="list-style-type: none"> - Not applicable 	<ul style="list-style-type: none"> - Not applicable
Core Service – Stockholding where applicable)	<ul style="list-style-type: none"> - Store the Customer assets required to deliver the Services within the Company's secure stockholding facility. - Provide the Customer with a weekly stock report detailing Customer assets in stock. 	<ul style="list-style-type: none"> - Provide the Company with enough Customer assets to deliver the Services at any given time considering the actual service volumes as detailed in the Service report. - The Customer is responsible for informing the Company of the value of the Customer assets to be held in storage for insurance purposes. Failure 	<ul style="list-style-type: none"> - The allowance for stockholding and associated fees is an estimate only based on the projected monthly volumes detailed in the Order Form. - The Company will not be liable for any breach of the Applicable Service Levels and KPI's due to insufficient stock levels.



	<ul style="list-style-type: none"> - Provide a monthly stock report detailing Customer assets awaiting disposal. - Where the Client has procured assets from the Company and it is being held in storage under the Agreement the Company shall insure the assets for fire theft and damage under the Company's property damage insurance policy. - Risk for the assets shall remain with the Company whilst in transit. Risk passes to the Customer on delivery. 	<p>to provide this information may result in the Customer assets being under-insured.</p> <ul style="list-style-type: none"> - Collect Customer assets prior to the fixed term end date. - Insure the Customer assets not procured from the Company for fire, theft and damage under the Customer's property damage insurance policy. - Risk for the assets remains with the Customer where the Customer arranges for transit to and/or from the Company warehouse location. 	<ul style="list-style-type: none"> - All Customer assets shall remain the property of the Customer. - The Company accepts that all Customer assets stored on the Company premises are the property of the Customer. - All new assets procured by the Customer from the Company will be subject to three months storage free of charge. - For any other additional storage requirements exceeding the estimated quantity of pallets, the Customer shall be charged the additional storage fee. - All additional assets the Customer provides shall be subject to the stock onboarding fee.
Core Service - Asset Tracking	<ul style="list-style-type: none"> - Provide its standard asset register solution which shall be proactively updated throughout the lifecycle of all service activities. The asset register will provide the current location and status of Customer assets at any given time. 	<ul style="list-style-type: none"> - Be responsible for updating the Customers own internal asset records from the data provided within the asset register. 	<ul style="list-style-type: none"> - Not applicable
Hardware Incident Management (where applicable)	<ul style="list-style-type: none"> - Provide a Customer asset to the Customers end-user location where required in accordance with the Configuration Procedure. - Collect and return of the faulty Customer asset(s) to the Company for assessment, fix under warranty, 	<ul style="list-style-type: none"> - Provide the following minimum information when logging a ticket: <ul style="list-style-type: none"> o Recipient name o Delivery address o Email address o Telephone number 	<ul style="list-style-type: none"> - SLA subject to a ticket being logged including all required information by 12pm within the Coverage Hours.



	<p>disposal if required, or return to stock for future use.</p> <ul style="list-style-type: none"> - Upon request deliver suitable packaging for the Customers user to pack the faulty Customer asset in prior to collection. - Provide the Customer's end-user with access to the Company's self-service scheduling portal which the Customers end-user shall use to schedule collection of the faulty Customer asset(s). 	<ul style="list-style-type: none"> o Make, model and serial number of the faulty Customer asset - Provide approval for the Company to proceed with any time and materials repairs. 	
Delivery Request Fulfilment	<ul style="list-style-type: none"> - Provide the requested Customer asset(s) to the Customers end-user location where required in accordance with the Configuration Procedure. 	<ul style="list-style-type: none"> - Provide the following minimum information when logging a ticket: <ul style="list-style-type: none"> o Recipient name o Delivery address o Assets required o Date required 	<ul style="list-style-type: none"> - SLA subject to a ticket being logged including all required information by 12pm within the Coverage Hours.
Collection Request Fulfilment	<ul style="list-style-type: none"> - Upon request deliver suitable packaging to the Customers end-user location which the Customers end-user shall pack the Customer asset(s) to be collected in, prior to scheduling a collection via the Company's self-service portal. - Collect and return the Customer assets to the Company for assessment, digital and physical cleansing, return to stock or disposal if required. 	<ul style="list-style-type: none"> - Provide the following minimum information when logging a ticket: <ul style="list-style-type: none"> o Recipient name o Delivery address o Email address o Telephone number o Assets to be collected o Date required - Follow any provided packaging guidelines. 	<ul style="list-style-type: none"> - Any Customer assets received found to be faulty will be handled as a separate Hardware Incident. - The Company shall not be liable for any damage caused to Customer assets caused by the Customers end user not following any packing guidelines provided.
Refresh Request Fulfilment	<ul style="list-style-type: none"> - Provide the requested Customer asset(s) to the Customers end-user location where required in 	<ul style="list-style-type: none"> - Provide a minimum of 90 Working Day's notice in advance of any refresh requirements. The notice shall include 	<ul style="list-style-type: none"> - The refresh schedule shall be mutually agreed between the parties



	<p>accordance with the Configuration Procedure.</p> <ul style="list-style-type: none"> - Collect and return the existing Customer asset(s) to the Company. - Upon request deliver suitable packaging for the Customers user to pack the replaced Customer asset(s) in prior to collection. - Provide the Customer's end-user with access to the Company's self-service scheduling portal which the Customers end-user shall use to schedule collection of the replaced Customer asset(s). 	<p>as number of refresh requests to be fulfilled per week and the desired commencement date.</p> <ul style="list-style-type: none"> - Upon agreement of the refresh schedule the Customer will provide the following minimum information: <ul style="list-style-type: none"> o Recipient name o Delivery address o Email address o Telephone number o Assets required o Date required 	<p>no later than 60 days before the target commencement date.</p> <ul style="list-style-type: none"> - The Company shall not be liable for any damage caused to Customer assets caused by the Customers end-user not following any provided packing guidelines.
Stock Onboarding (where applicable)	<ul style="list-style-type: none"> - Review the Customers written work instruction and advise the Customer of the timeframe for Completion and cost. - Conduct the required activities in accordance with the written instruction provided by the Customer. 	<ul style="list-style-type: none"> - Provide a written work instruction detailing the quantity and type of assets to be onboarded and activities the Company is required to take upon receipt of the assets. Activities may include (but not be limited to): <ul style="list-style-type: none"> o Conduct an initial assessment of asset condition o Capture and upload Customer asset information to the Company's systems/asset register. o Configuring the Customer assets in accordance with the Customers Configuration Procedure. - The Customer will provide written approval to proceed before the stock 	<ul style="list-style-type: none"> - Not applicable



		<p>onboarding will commence, including a purchase order if required by the Customer.</p> <ul style="list-style-type: none"> - Unless Bulk Collection has been purchased, the Customer shall be responsible for delivering the Customer assets to the Company's stockholding facility. 	
On-site Visit	<ul style="list-style-type: none"> - Provide an on-site engineer to the Customer's end-user location to assist with IT setup and/or troubleshooting issues. Includes 2 hours on-site. - Follow any on-site health and safety (or similar) processes required by the Customer. 	<ul style="list-style-type: none"> - Ensure the location the engineer is required to visit is safe and free from hazards and the Company has been provided with any relevant health and safety policies prior to visit and allows for any on-site engineer to conduct a risk assessment prior to the commencement of works. - To inform the Company when submitting a request of any on-site PPE/health and safety (or similar) processes required by the Customer. 	<ul style="list-style-type: none"> - Replacement parts are not included. - SLA is subject to engineer availability. - The Customer will still be charged if they fail to provide less than 1 Working Day's notice of any cancellation, or the on-site visit fails due to Customer fault.
Certified Data Wipe and WEEE Recycling	<ul style="list-style-type: none"> - Provide certified data wipe and recycling in accordance with NCSC, ADISA and WEEE standards of devices already in the Company's possession. - Provide a certificate of completion. 	<ul style="list-style-type: none"> - Not applicable 	<ul style="list-style-type: none"> - Please see the Company's Asset Recovery Agreement (here).
Bulk Collection	<ul style="list-style-type: none"> - Shall attend the Customer location on a date mutually agreed in writing within a ticket to collect and return the Customer assets to the Company for processing. 	<ul style="list-style-type: none"> - Provide the following minimum information when submitting a request: <ul style="list-style-type: none"> o Collection address o Number of boxes to be collected 	<ul style="list-style-type: none"> - The Customer will still be charged if they fail to provide less than 1 Working Day's notice of any cancellation, or the collection fails due to Customer fault.



		<ul style="list-style-type: none"> ○ Named contact and phone number for the Company to liaise with to arrange collection ○ Details of any vehicle restrictions (if any) ○ Date required ○ Is packaging required? ○ Clear instruction on what actions/activities the Company is to take upon receipt of the assets <ul style="list-style-type: none"> - Provide a minimum of 10 Working Days' notice prior to any bulk collection requirements - Ensure the Customer assets are boxed and made available within an easily accessible, ground floor location. 	
Bulk Pallet Delivery (where required)	<ul style="list-style-type: none"> - Shall pack, load and deliver the Customer assets on a pallet from the Company's stockholding facility to a single, easily accessible, ground-floor Customer location on a mutually agreed date agreed in writing within a ticket. 	<ul style="list-style-type: none"> - Provide the following minimum information when submitting a request: <ul style="list-style-type: none"> ○ Delivery address ○ Number and types of Customer assets to be delivered ○ Named contact and phone number for the Company to liaise with to arrange delivery ○ Details of any vehicle restrictions (if any) ○ Date required - Provide a minimum of 10 Working Days' notice prior to any bulk delivery requirements 	<ul style="list-style-type: none"> - The Customer will still be charged if they fail to provide less than 1 Working Day's notice of any cancellation or the delivery fails due to Customer fault.

		- Provide 1 Working Day's notice for any cancellation	
Bulk Delivery (Non- Palletised where required)	<ul style="list-style-type: none"> - Shall pack, load and deliver the Customer assets from the Company's stockholding facility to a single, easily accessible, ground-floor Customer location on a mutually agreed date documented in writing in the ticket. - Each box will be unloaded separately. 	<ul style="list-style-type: none"> - Provide the following minimum information when submitting a request: <ul style="list-style-type: none"> o Delivery address o Number and types of Customer assets to be delivered o Named contact and phone number for the Company to liaise with to arrange delivery o Details of any vehicle restrictions (if any) o Date required - Provide a minimum of 10 Working Days' notice prior to any bulk delivery requirements - Provide 1 Working Day's notice for any cancellation 	- The Customer will still be charged if they fail to provide less than 1 Working Day's notice of any cancellation or the delivery fails due to Customer fault.

2. Optional Service Features

Sub-service	The Company shall:	The Customer shall:	Sub-service specific terms
Service Delivery Manager and Service Review Meetings	<ul style="list-style-type: none"> - Provide a named service delivery manager who will: <ul style="list-style-type: none"> o Oversee delivery of the Service o Act as an additional point of escalation. o Deliver service reports and service review meetings in accordance with the purchased frequency and location as detailed in the Order Form. Reporting and reviews will include but not be limited to details of tickets logged by type, service level adherence and stock levels. - Provide a suitable location for any service review meetings to be hosted at Company premises. 	<ul style="list-style-type: none"> - Provide a suitable location for any service review meetings to be hosted at Customer premises if required. 	<ul style="list-style-type: none"> - Not applicable
Update Calls	<ul style="list-style-type: none"> - Host remote meetings with the Customer to review progress and status of in-progress tickets and any other mutually agreed agenda items. 	<ul style="list-style-type: none"> - Not applicable 	<ul style="list-style-type: none"> - Not applicable



3. Bespoke Services

Sub-service	The Company shall:	The Customer shall:	Sub-service specific terms
	-	-	-
	Applicable Service Level's and KPI's	Fee	Invoicing
	-	-	-

Sub-service	The Company shall:	The Customer shall:	Sub-service specific terms
On-site Engineer	<ul style="list-style-type: none">- Provide [XX] On-site Engineer(s) (not named as key personnel) to the Customer location based at [XXX] for a period of [XX] months. The On-site Engineer shall attend the Customer location between the hours of [09:00 and 17:30, Monday to Friday excluding public holidays].- Procure that the On-site Engineer will notify the Customer and the Company no later than 8.30am if an unplanned absence is required.- Follow any on-site health and safety (or similar) processes required by the Customer.	<ul style="list-style-type: none">- Interview the Onsite Engineer(s) and select a suitable resource and conduct any Customer security/background checks if required.- If the Customer is unable to select a suitable engineer(s), it may select resource from another source, subject to Change Control.- Manage the resource on a daily basis, notifying the Company of any issues.- Ensure the location the engineer is required to visit is safe and free from hazards and the Company has been provided with any relevant health and safety policies prior to visit and allows for the onsite engineer to conduct a risk	<ul style="list-style-type: none">- Unless otherwise stated, in the event of any conflict between the bespoke service and the Standard and Optional Service Features then the Bespoke Services shall prevail.- The Company shall not provide replacement resource in the event of holidays, sickness or other absence(s). Any periods of absence(s) will not be charged.

	<ul style="list-style-type: none"> - Assist the Customer in resolving any issues with the engineers. - Replace any On-site Engineer in event that the Customer requests their removal with an equivalent as required from time to time. 	<ul style="list-style-type: none"> assessment prior to the commencement of works. - To inform the Company when submitting a request of any on-site PPE/health and safety (or similar) processes required by the Customer. 	
	Applicable Service Level's and KPI's	Fee	Invoicing
	<ul style="list-style-type: none"> - Not applicable 	<ul style="list-style-type: none"> - £[XXX.XX] per day. 	<ul style="list-style-type: none"> - Invoiced monthly in arrears.



4. Applicable Service Level's, KPI's, Fees and Invoicing

4.1. Standard Service Features

Sub-service	Applicable Service Level's and KPI's	Fee	Invoicing
Service Onboarding	Not applicable	Please see the Service onboarding fee detailed in the Order Form.	Invoiced in full immediately after execution of the Order Form.
Core Service including: <ul style="list-style-type: none">- Service Reporting- Stockholding- Asset Tracking	Not applicable	Please see the core service fee detailed in the Order Form.	Invoiced quarterly in advance.
Hardware Incidents(Standard parcel/single device)	SLA: Same Day dispatch of the replacement Customer asset on a next Working Day delivery. KPI: 95%	£[XX] per hardware incident	Invoiced monthly in arrears based on Service utilisation.
Delivery Request - Standard parcel. Includes configuration of one Customer asset.	SLA: Dispatch of the requested Customer asset(s) on a next Working Day delivery, the day before the date required. KPI: 95%	£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Delivery Request - Medium parcel. Includes configuration of two Customer assets.		£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.

Delivery Request – Large parcel. Includes configuration of three Customer assets.		£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Delivery Request – Standard parcel. Does not include configuration.		£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Collection Request – Standard parcel. Includes assessment of one Customer asset.	Not applicable	£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Collection Request - Medium parcel. Includes assessment of two Customer assets.	Not applicable	£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Collection Request – Large parcel. Includes assessment of three Customer assets.	Not applicable	£[XX] per request	Invoiced monthly in arrears based on actual Service utilisation.
Collection Request – Standard parcel. Does not include assessment.	Not applicable	£[XX] per request	Invoiced monthly in arrears based on actual service utilisation.
Refresh Request Fulfilment - Standard parcel. Includes configuration of one Customer asset.	Not applicable	£[XX] per refresh request	Invoiced monthly in arrears based on Service utilisation.

Refresh Fulfilment - Request Medium parcel. Includes configuration of two Customer assets.	Not applicable	£[XX] per refresh request	Invoiced monthly in arrears based on Service utilisation.
Refresh Fulfilment – Request Large parcel. Includes configuration of three Customer assets.	Not applicable	£[XX] per refresh request	Invoiced monthly in arrears based on Service utilisation.
Additional Storage	Not applicable	£[XX] per pallet/month	Service invoiced monthly in arrears based on actual Service utilisation.
Stock Onboarding	Not applicable	£POA	Service invoiced monthly in arrears based on actual Service utilisation.
On-site Visit	SLA: Two Working Day on-site response KPI: Not applicable	£[XX per visit]	Invoiced monthly in arrears based on actual Service utilisation.
Certified WEEE Recycling	Not applicable	£[XX.00] per Customer asset	Invoiced monthly in arrears based on actual Service utilisation.
Bulk Collection	Not applicable	£POA	Invoiced monthly in arrears based on actual Service utilisation.
Bulk Delivery (Palletised)	Not applicable	£[XX.XX] per pallet	Invoiced monthly in arrears based on actual Service utilisation.

Bulk Delivery (Non-palletised)	Not applicable	£POA	Invoiced monthly in arrears based on actual Service utilisation.
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4.2. Optional Service Features

Sub-service	Applicable Service Level's and KPI's	Fee	Invoicing
Service Delivery Manager and Service Review Meetings - Monthly remotely delivered service review meetings	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Service Delivery Manager and Service Review Meetings - Quarterly remotely delivered service review meetings	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Service Delivery Manager and Service Review Meetings - Monthly on-site delivered service review meetings	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Service Delivery Manager and Service Review Meetings - Quarterly on-site delivered service review meetings	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Update Calls - Daily	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Update Calls - Weekly	Not applicable	£[XX] per quarter	Service invoiced quarterly in advance.
Bespoke Services	Detailed in section 0.	Detailed in section 0.	Detailed in section 0.

