

# Managed Services Agreement - Jamf



Master Services Agreement No 496443-180825 between:

|                                                                                                                          |                                                              |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Academia Ltd (" <b>Academia</b> ")                                                                                       | <b>TBC</b> ("the <b>Client</b> ")                            |
| <b>Company Number:</b> 04771037                                                                                          | <b>Company number:</b> <b>TBC</b>                            |
| <b>Registered Address:</b><br>Unit 1, The Progression Centre,<br>Mark Road, Hemel Hempstead, HP2 7DW                     | <b>Registered Address:</b><br><b>TBC</b>                     |
| <b>Address for Correspondence and Notices:</b><br>Unit 1, The Progression Centre,<br>Mark Road, Hemel Hempstead, HP2 7DW | <b>Address for Correspondence and Notices:</b><br><b>TBC</b> |
| <b>Academia Representative:</b><br>TBC                                                                                   | <b>Client Representative:</b><br><b>TBC</b>                  |

IN WITNESS WHEREOF the Parties have executed this Agreement

|                                   |                   |
|-----------------------------------|-------------------|
| For and on behalf of<br>Academia: | Name & Signature: |
|                                   | Position:         |
|                                   | Date:             |

|                                     |                   |
|-------------------------------------|-------------------|
| For and on behalf of<br>the Client: | Name & Signature: |
|                                     | Position:         |
|                                     | Date:             |

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The Client wishes to engage Academia, and Academia wishes to accept the engagement, to perform the Support Services with respect to the Supported Items, on the following terms and conditions.

**The parties agree as follows:**

**1. Definitions**

In this Agreement, the following words have the following meanings, unless expressly agreed otherwise:

**Ad Hoc Rates** means as set out in Schedule 1 (if any).

**Agreement** means this Managed Services Agreement and Schedule 1 and the Statement of Work(s).

**Business Day** means Monday – Friday excluding public holidays.

**Business Hours** means 9:00am – 5:00pm on Business Days.

**Client** means as set out above on the first page of this Agreement.

**Client Data** means all data (i) provided by the Client to Academia; (ii) generated by Academia out of such provided data as part of the Managed Services; and (iii) any other data processed by Academia for the Client as part of the Managed Services; including without limitation all Client Personal Data.

**Client Equipment** means any equipment of the Client which are relevant to the provision of the Managed Services.

**Client Software** means any software of the Client referred to in the Statement of Works.

**Commencement Date** means as set out in Schedule 1.

**Confidential Information** means as defined in clause 13.

**Data Protection Legislation** means the data protection laws implementing the Data Protection Directive 95/46/EC, and the General Data Protection Legislation which replaces the Data Protection Directive 95/47/EC from 25th May 2018, and any other Regulations in force from time to time relating to the processing of Personal Data as applicable to Academia, the Client and/or the Services.

**Data Subject** shall have its corresponding meaning set out in the Data Protection Legislation which is applicable to that data;

**Excluded Event** means any of the events referred to in clause 8.1.

**Excluded Services** means as defined in clause 8.1.

**Fees** means as set out in Schedule 1.

**Force Majeure Event** means war, strike, lockout, natural disaster, flood, earthquake, act of God, or other circumstances beyond the reasonable control of Academia.

**Initial Term** means as set out in Schedule 1.

**Insolvency Event** shall mean circumstances under which a Party (i) has a receiver or similar officer appointed over all or a material part of its assets or undertaking; (ii) passes a resolution for winding-up (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction); (iii) enters into any composition or arrangement with its creditors (other than relating to a solvent restructuring); (iv) ceases to carry on business; (v) is unable to pay its debts as they become due in the ordinary course of business.

**Intellectual Property Rights** means all intellectual property rights, wherever in the world, howsoever arising and in whatever media, whether or not registered, including copyright, patents, trademarks, service marks, trade names, rights in databases, trade secrets, utility models, semi-conductor rights, know-how, registered design, and all rights in the nature of unfair competition rights or rights to sue for passing off and any applications for protection or registration of these rights and all renewals and extensions thereof throughout the world.

**Managed Services** means as set out in the Statement of Work(s).

**Parties** means the Client and Academia.

**Payment Terms** means as set out in Schedule 1.

**Personal Data** shall have its corresponding meaning set out in the Data Protection Legislation which is applicable to that data;

**Renewal Term** means as set out in clause 3.5.

**Services** means the Managed Services and the Support Services.

**Support Services** means as set out in the Statement of Works.

**Term** means the Initial Term and any Renewal Terms.

**Third Party Software** means any third-party software described in the Statement of Works and any other software installed on the Client Equipment in respect of which the Intellectual Property Rights are not owned by Academia or the Client.

## **2. Preparation for and commencement of Managed Services**

- 2.1. The Client warrants that it is the owner of the Client Equipment and the Client Software and that it is licensed to operate the Third Party Software on the Client Equipment.
- 2.2. The Client must obtain and maintain all relevant third party consents and authorisations in respect of the Client Equipment, Client Software and Third Party Software as necessary for Academia to provide the Services.
- 2.3. The Client must provide Academia with all usernames, passwords, and other credentials in the Client's possession or control for the Client Equipment, Client Software and Third Party Software, so that Academia can obtain and maintain unhindered access to, maintain and configure the Client Equipment, Client Software and Third Party Software as required by Academia in order for it to provide the Services under this Agreement.

## **3. Provision of Services**

- 3.1. Academia shall supply the Services to the Client, using all reasonable care and skill, from the Commencement Date for the Initial Term unless this Agreement is terminated earlier in accordance with its terms.
- 3.2. Academia shall be at liberty to choose and/or modify the technology, infrastructure and telecommunications networks that will be used to perform the Managed Services as long as the Managed Services comply with the Statement of Works.
- 3.3. The Managed Services shall provide the Client with:
  - 3.3.1. data storage functionality, backup functionality, anti-virus functionality, disaster recovery functionality, hosting functionality and computer security functionality, in respect of the Client Equipment, but only if and to the extent expressly described in the Statement of Works; and
  - 3.3.2. the Support Services specified in this Agreement in respect of the Client Equipment;
- 3.4. The Client shall not have any right to physically access the data centre, the physical computer servers or other infrastructure from which the Managed Services are supplied, or any other premises of Academia.
- 3.5. Following expiry of the Initial Term, Academia shall continue to provide the Services for subsequent consecutive terms each equivalent to the length of the Initial Term (each a "Renewal Term"), until and unless terminated earlier:
  - 3.5.1. by either party providing at least 60 days notice prior to the expiry of the Initial Term or the then current Renewal Term, in which case the Services and this Agreement will terminate at the expiry of the Initial Term or (if applicable) the then current Renewal Term; or
  - 3.5.2. otherwise in accordance with this Agreement.
- 3.6. The Client may not perform internally or engage or employ any person (other than Academia) to provide the Services during the Term in respect of the Client Equipment, Client Software or Third Party Software. However, Academia may supply the Services or services similar to the Services to any third parties at any time as may be agreed between Academia and those third parties from time to time.

## **4. Change Control Process**

- 4.1. Any changes required to the Services must be notified to Academia as soon as possible.
- 4.2. Academia will give due consideration to this request having taken into account the impact on other elements of the solution.
- 4.3. If Academia agrees to the proposed changes then a schedule will be produced detailing the impact on price and delivery of implementing the changes.
- 4.4. The appropriate Client representative will confirm acceptance of these terms and issue a Purchase Order for the change, upon receipt of which Academia will schedule the revised works.
- 4.5. Any changes will be deemed a change to this agreement and will be bound by its terms and conditions.

## **5. Availability and Performance of the Managed Services**

- 5.1. Academia does not guarantee or represent that the Managed Services or access thereto will be uninterrupted or error-free. Without limiting the foregoing provisions, if Academia expressly agrees to supply operating systems, data storage, backup functionality, anti-virus functionality, disaster recovery functionality, hosting functionality and/or computer security functionality as part of the Managed Services, Academia does not provide any express warranty that the functionality will perform uninterrupted or error-free, and the Client agrees, that it does not expect the functionality to perform on an uninterrupted or error-free basis.
- 5.2. Academia agrees to use its reasonable endeavours to provide the Managed Services in accordance with the Service Levels.
- 5.3. Notwithstanding clause 5.1, the availability of the Managed Services will be subject, in addition to any other provisions set out in this Agreement, to any bandwidth limitations, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions set out in the Statement of Works.
- 5.4. The Client agrees and acknowledges that the accessibility of the Managed Services is highly dependent on the proper function of the Internet and any other computer and telecommunications networks and infrastructure upon which the Managed Services operate, interface with or connect to.
- 5.5. Academia will use its reasonable endeavours to notify the Client in advance of any scheduled outage of the Managed Services.

## **6. Client Obligations**

- 6.1. The Client agrees to the following in order for Academia to provide the Managed Services, either prior to or during the Term:
  - a. Provide reliable and continuous power and lighting to all work areas on the Client premises if reasonably required;
  - b. Provide sufficient working area to conduct onsite operations for the designated number of Academia staff.
  - c. Fully back up and verify all Client Data prior to work commencing. Academia shall require evidence of this to include (but not limited to) backup logs with no errors, prior to the commencement of any work.
  - d. Ensure that all software to be installed (new or legacy) has sufficient legal licencing to cover the new installation, and licence keys / media must be available to Academia upon request, if not provided prior to the installation.
  - e. Provide network configuration settings, valid IP addresses or ranges, DHCP configuration and IP address ranges of core servers and services plus DNS names if required.
  - f. Where required, provide existing administrative passwords to administrative level on all equipment to be configured by Academia staff. If this is not available, we will require full time access to a suitably designated member of Client staff who will not unreasonably withhold this information.
- 6.2. During the Term, the Client shall:
  - a. afford Academia such access to the Client's site and to its relevant information, records and other material as is necessary to provide the Managed Services;
  - b. provide to Academia in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by Academia in connection with the Managed Services and ensure that they are accurate and complete;
  - c. co-operate with Academia in all matters relating to the Managed Services;
  - d. make available the Client Representative to liaise with Academia.
  - e. Subject to Academia having fulfilled its obligations under Clause 11 of this Agreement, the Client hereby warrants that Academia's compliance with any instructions given in relation to Academia's use of any third party item supplied directly by the Client shall not cause Academia to infringe the rights of the owner of the IPR of such third party item.
  - f. If Academia's performance of its obligations under this agreement is prevented or delayed

by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Academia shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

## **7. Client Data**

- 7.1. As between Academia and the Client, the Client owns all Client Data and this Agreement does not transfer any Intellectual Property Rights in the Client Data to Academia.
- 7.2. The Client agrees and acknowledges that:
- 7.3. Each time the Client uses the Managed Services the Client warrants, agrees and represents that so far as it is aware:
  - a. the Client will only upload, input and transfer Client Data into and/or via the Managed Services or disclose Client Data to Academia, which the Client is fully entitled and authorised to so upload, input, transfer and disclose; and
  - b. the Client Data and/or Academia's collection, use, storage and/or disclosure thereof in the course of performing the Services, does not and will not breach any applicable law or right of any person.
- 7.4. The Client licenses Academia to use the Client Data for the purpose of providing the Services.
- 7.5. The Client is solely responsible for the accuracy, legality, quality and for obtaining any permissions, licenses, rights and authorisations necessary for Academia to use, host, transmit, store and disclose the Client Data for the purposes of providing the Services.
- 7.6. Except to the extent that the Managed Services Description expressly requires Academia to backup and/or archive, host and/or secure the Client Data, the Client agrees that the Client, not Academia, is solely responsible for providing or procuring each of the following:
  - a. backing up and archiving of all Client Data;
  - b. hosting the Client Data;
  - c. securing the Client Data;
  - d. any loss, corruption or hacking of any Client Data.
- 7.7. The Client indemnifies Academia in respect of any loss and damage Academia or any of Academia's suppliers incur in respect of any claim that any of the Client Data infringes the Intellectual Property Rights or other rights of any person or breaches any law, regulation, code or standard.

## **8. Data Protection; Client Data generally**

- 8.1. The Client and Academia acknowledge that for the purposes of the Data Protection Act 1998, and the General Data Protection Regulation (GDPR) which came into force on the 25th May 2018 (collectively Data Protection Legislation), the Client is the Data Controller and Academia is the data processor in respect of any Personal Data.
- 8.2. Academia shall comply with its obligations under Data Protection Legislation in relation to all Personal Data that are Processed by it by or on behalf of the Client or otherwise in connection with this Agreement ("Client Personal Data").
- 8.3. Academia shall only undertake Processing of Client Personal Data in connection with the performance of its obligations under this Agreement. Academia shall make reasonable efforts to comply with instructions given by the Client from time to time in relation to such Processing, including any request from the Client requiring Academia to amend, transfer or delete the Client Personal Data.

## **9. Exclusions**

- 9.1. Academia has no obligation to perform any Support Services in respect of a fault caused by:
  - a. the Client's use of the Managed Services in combination with software or hardware not supplied or approved by Academia;
  - b. any modification of the Client Equipment, Client Software or Third Party Software not authorised by Academia;
  - c. Client Data;

- d. a failure or corruption of any hardware, software, network or database beyond the reasonable control of Academia;
- e. a failure or corruption of any Client Software, Client Data or Third Party Software; or
- f. the Client's breach of this Agreement, (the "**Excluded Services**").

## 10. Fee

- 10.1. The Client must pay the Fees to Academia in accordance with the Payment Terms.
- 10.2. The Fees are exclusive of all VAT and the Client agrees to pay Academia all VAT and duties in respect of any made by Academia under this Agreement. The Client must pay all such VAT and duties at the same time as the Fees, provided Academia has provided a correct VAT invoice that is due for payment.
- 10.3. Academia may suspend the performance of the Services if the Client fails to pay the Fees in accordance with the Payment Terms.
- 10.4. Fees will also be subject to an inflationary increase each year, reflecting the rising costs for delivering the service, including the provision of remote management and monitoring services in accordance with the Support Service. Academia may also propose a change to the Fees where the Client requirements increase or change to an extent that the provision of Services becomes uneconomic for Academia to continue to provide the Services. Any changes shall be notified 30 days in advance and before renewal.

## 11. Intellectual Property

- 11.1. The parties each agree and acknowledge that this Agreement does not transfer or assign any Intellectual Property Rights of either party to the other party.
- 11.2. As between Academia and the Client, Academia owns and will own all Intellectual Property Rights in any documentation and/or materials produced and/or developed in connection with this Agreement by or on behalf of Academia;
- 11.3. The Client owns and will own all Intellectual Property Rights in any all Client Software and Client Data.
- 11.4. Each party must not take any step to invalidate or prejudice the other party's (or the other party's licensors') Intellectual Property Rights.
- 11.5. The Parties agree to indemnify the other in respect of any direct loss and damage one party incurs as a result of one Party allegedly infringing or being held to infringe any Intellectual Property Rights in the performance of its obligations under the Agreement;

## 12. Ownership of Equipment

- 12.1. As between Academia and the Client, the Client remains the owner of the Client Equipment and this Agreement does not transfer or assign title to the Client Equipment to Academia.

## 13. Liability

- 13.1. Nothing in this agreement shall limit or exclude Academia's liability for:
  - a. death or personal injury caused by its negligence;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - d. any other liability which cannot be limited or excluded by applicable law.
- 13.2. Subject to Clause 13.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;

- d. loss of anticipated savings;
  - e. loss of or damage to goodwill; and
  - f. any indirect or consequential loss.
- 13.3. Academia's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the Annual Service Charges payable the Client.
- 13.4. The provisions of this Clause 13 shall survive the termination of this Agreement howsoever caused.

#### **14. Confidentiality**

- 14.1. Each party agrees and acknowledges that it may receive information of the other party from the other party during the Term of this Agreement that is marked as confidential or is deemed confidential by law ("Confidential Information")
- 14.2. Each party (the first party) agrees and acknowledges that the Confidential Information of the other party will be received and held by the first party in strict confidence and will not be disclosed by the first party, except:
- a. with the prior written consent of the other party;
  - b. where disclosed to the employees, agents or professional advisors of the first party on a confidential basis;
  - c. as required by the rules of any stock exchange; or
  - d. as required by a court of competent jurisdiction, and then, only to the extent required, and provided that the first party must promptly notify the other party of such requirement of disclosure and provide full particulars to the other party of the disclosure.
- 14.3. Confidential Information does not include any information:
- a. that is independently developed, obtained or known by a party, without any obligation of confidence to the other party; or
  - b. that is in the public domain, except where due to a breach of this Agreement or any breach of any obligation of confidence.

#### **15. Termination**

- 15.1. Either party may terminate this Agreement if the other party (the "defaulting party") is in material breach of this Agreement and the breach is not capable of remedy, or where the breach is capable of remedy and the defaulting party fails to remedy the breach within thirty (30) days of notice.
- 15.2. A party may terminate this Agreement by notice to the other party if the other party suffers an Insolvency Event.
- 15.3. If this Agreement is terminated prior to the expiry of the Initial Term or any then current Renewal Term other than due to Academia's default or Academia suffering an Insolvency Event, without prejudice to any other rights of Academia, the Client will pay any outstanding amounts (collectively, the "Outstanding Amount") which Academia calculates or reasonably estimates would have been payable by the Client under this Agreement for the remainder of the Initial Term or Renewal Term to recover the losses arising from early termination. If an Outstanding Amount is payable, Academia shall send the Client an invoice in respect of the Outstanding Amount and the Client will pay this invoice within 30 days. The Client agrees that payment under this clause is not intended to be, and will not be punitive and will compensate Academia for reasonable losses resulting from early termination of this Agreement.
- 15.4. Termination does not affect any accrued rights of either party.

#### **16. Notices**

- 16.1. A notice under this Agreement shall be sent by hand delivery, post or email, using the address specified at the top of the first page of this Agreement or where specified, the email address for the recipient's representative specified in Schedule 1.
- 16.2. Any notice issued by hand shall be deemed delivered upon delivery.

- 16.3. Any notice issued by post shall be deemed delivered 3 Business Days after posting if posted domestically, or 10 Business Days after posting if posted internationally.
- 16.4. Any notice issued via email shall be deemed to be delivered upon the email being sent, provided that if an email is sent out of Business Hours, it shall be deemed to be delivered at 9am on the next Business Day.

## 17. Dispute Resolution

- 17.1. Any dispute or difference between the Parties relating to this Agreement shall be dealt with as follows:
- 17.2. the dispute shall first be referred to Academia Representative and the Client's Representative who shall promptly use all reasonable endeavours to resolve such matter as reasonably practicable.
- 17.3. if Academia Representative and the Client's Representative are unable or unwilling to resolve the matter between themselves, either of them may request a meeting of the Managing Director of Academia and a senior representative of the Client nominated by the Client's Representative to be convened at the earliest practicable time;
- 17.4. if the matter is not resolved by agreement between the Parties within thirty (30) days after such meeting, the Parties may by agreement seek to settle the dispute by non-binding mediation with an accredited alternative dispute resolution practitioner, the cost of which shall be borne by both Parties equally.
- 17.5. During the dispute resolution process, Academia must continue to provide uninterrupted Services to the Client in accordance with this Agreement.
- 17.6. Nothing in this Clause 17 shall have the effect of excluding either Party's right at any time to take up their remedies under law.

## 18. General

- 18.1. **Amendment:** This Agreement may only be amended by a written document signed by the parties.
- 18.2. **Assignment:** Neither party may assign, transfer, licence or novate its rights or obligations under this Agreement without the prior written consent of the other party.
- 18.3. **Severability:** If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain enforceable.
- 18.4. **Relationship:** The parties are independent contractors and this Agreement does not create any relationship of partnership, joint venture, or employer and employee or otherwise.
- 18.5. **Counterparts:** This Agreement may be executed in counterparts provided that no binding agreement shall be reached until the executed counterparts are exchanged.
- 18.6. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and to the extent possible by law, supersedes all prior understandings, representations, arrangements and agreements between the parties regarding its subject matter.
- 18.7. **Jurisdiction:** This Agreement shall be governed by and construed in accordance with English Law. Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.
- 18.8. **Non-Solicitation and Non-Employment:** During the term of this Agreement, and for a period of one (1) year immediately thereafter, both parties agree not to solicit any employee or independent contractor of the other party. This Clause will survive the termination of this Agreement.

## Schedule 1 – Agreement Term & Fees

### 1. Term & Fees

- 1.1. The Services to be provided shall commence on date **TBC** the service commences, and the Initial term shall be **XX** months.
- 1.2. Provision of the Services shall continue until terminated in accordance with clause 3.5.
- 1.3. The services to be provided shall be as set out in the schedule 2, the service description
- 1.4. The Academia Platform Support including licences will be billed at **TBC** (ex VAT), from the Services Commencement date of the **TBC**
- 1.5. All fees shall be payable within 30 days of receipt of a correct invoice.
- 1.6. Any professional services required will be charged at a daily rate of £855.00 a day
- 1.7. Additional Mac devices If required will be charged at **£XXX** per device inclusive of licence and support
- 1.8. Additional Mac devices If required will be charged at **£XXX** per device inclusive of licence and support

## Schedule 2 – Services Description

### 2. Overview

- 2.1. This Schedule sets out the description of the Jamf Platform Support Services ("Services") provided by Academia under the Master Services Agreement. The Services are designed to support the Customer's Apple and Jamf environment through licensing, platform support, and strategic enablement.

### 3. Device Scope

- 3.1. The total number of devices to be licenced and supported for Jamf for Mac is XXX devices
- 3.2. The total number of devices to be licenced and supported for Jamf for Mobile is XXX devices

### 4. Scope of Services

- 4.1. **Jamf for Mac Licensing** - Provision of Jamf Pro, Jamf Connect, Jamf Protect, and Jamf Security Cloud under Academia's MSP licensing model
- 4.2. **Jamf for Mobile Licensing** – Provision of Jamf Pro for iOS, tvOS, iPadOS and VisionOS *(If licences have been purchased)*
- 4.3. **Jamf Health Check**
- a) Environment audit and configuration review
  - b) Policy, profile, and infrastructure analysis
  - c) Optimisation recommendations aligned with best practice.
- 4.4. **Apple Business / School Manager Support**
- a) Device assignment and MDM integration
  - b) Domain and SSO Verification
  - c) Troubleshooting enrolment and assignment errors
- 4.5. **Jamf Pro Platform & Configuration Support**
- a) Device enrolment and pre-stage setup
  - b) Profiles, Inventory and smart group management
  - c) App deployment and VPP configuration
  - d) Policy execution troubleshooting
  - e) Certificate and Token management
- 4.6. **Jamf Connect Support**
- a) Login, authentication and IDP sync troubleshooting
  - b) Configuration profile and PLIST support
  - c) File Vault and secure token troubleshooting
  - d) Escalation support with Jamf for complex product-based issues
- 4.7. **Jamf Protect Support**
- a) Deployment and sensor troubleshooting
  - b) Compatibility with macOS updates
  - c) Policy and plan enforcement review
  - d) CIS benchmarking review
  - e) Diagnostics gathering and escalation to Jamf for complex product-based issues.

## 5. Service Availability

- 5.1. The Services shall be available during Business Hours, defined as Monday to Friday, 09:00 to 17:00 (local UK time), excluding weekends and UK public holidays.

## 6. Service Delivery Model

- 6.1. The Client may log incidents and service requests relating to the Apple and Jamf environment through the following channels: Service Desk Portal, Email, Telephone.
- 6.2. All requests will be recorded in the Supplier's service management system and assigned a unique reference number for tracking and reporting purposes.
- 6.3. Communication between the client and the supplier will be recorded and tracked within the service management system.
- 6.4. Support will be given remotely where required to resolve the reported incident or fulfil the service request.
- 6.5. Should onsite engineering and support be required with will be charged at the professional service rate within Schedule 1.
- 6.6. Requests outside the defined scope (including end-user assistance, project work, or third-party product support) shall be considered out of scope and may be addressed via a separate Statement of Work & Professional Services charged at the rate within Schedule 1.
- 6.7. The Services **do not include** first-line support to end users (e.g. password resets, device troubleshooting, or basic helpdesk queries). The Client remains responsible for providing first-line end-user support and for escalating relevant issues to the Supplier via the agreed channels.

## 7. Service Levels

- 7.1. Our services will be delivered and measured in accordance with the following service levels

| ACTION         | PRIORITY | FIRST RESPONSE | RESOLVED / FIXED | DESCRIPTION                                                                                   |
|----------------|----------|----------------|------------------|-----------------------------------------------------------------------------------------------|
| Tickets Logged | N/A      | 15 Minutes     | N/A              | Web portal / Chat / Email / Phone                                                             |
| Support        | 1        | 30 Minutes     | 6 Hours          | Major Incident - Site down, many users impacted, unable to work                               |
|                | 2        | 1 Hour         | 12 Hours         | Urgent - Group of users severely impacted and limited ability to work                         |
|                | 3        | 2 Hours        | 14 Hours         | Very High - A group of users are impacted but able to work and continue with daily activities |
|                | 4        | 4 Hours        | 20 Hours         | Standard - Normal incident and/or change request, no impact to the ability to work.           |
|                | 5        | 8 Hours        | 36 Hours         | Non urgent/ service request                                                                   |

## 8. Change Management

- 8.1. Any changes to the scope, features, or delivery of the Services described in this Schedule must be agreed in writing between the Parties and documented through the formal Change Control process set out in the Master Services Agreement.
- 8.2. No variation, extension, or addition to the Services shall be valid unless captured in a mutually approved Change Request, which will specify the nature of the change, any impact on fees, timelines, or responsibilities, and the date from which the change takes effect.

- 8.3.** Until such Change Request is formally agreed, the Supplier shall continue to provide the Services as originally defined under this Schedule

## **9. Customer Responsibilities**

### **9.1. The customer shall:**

- a)** Provide timely access to necessary systems, administrators and facilities as required to deliver the service.
- b)** Maintain appropriate network and infrastructure to enable Apple & Jamf Services
- c)** Ensure nominated staff are available for onboarding activities
- d)** Provide Academia with appropriate administrative access to the Jamf environment to deliver agreed service levels.

## **10. Service Dependencies**

- 10.1.** The client's environment is hosted within Jamf Cloud
- 10.2.** The client's device count does not exceed licenced quantities
- 10.3.** The client's Jamf instance is remotely accessible
- 10.4.** Academia has appropriate administrative access to the client's Jamf instance

## **11. Exclusions**

### **11.1. Unless separately contracted, the services do not include:**

- a)** First-line service desk support to end users.
- b)** Service Reporting and Reviews
- c)** Support for third party products outside of the Jamf and Apple ecosystem
- d)** Major project work or new systems implementations (covered under professional services)
- e)** Custom development or integration work not specifically scoped when adopting the service
- f)** Application packaging or updating of applications to align with patch released
- g)** Jamf Connect deployment including configuration and IDP Integration
- h)** Jamf Project deployment including policy creation and enforcement to scoped devices
- i)** Proactive management of the Jamf environment including configuration and policy management, platform management and maintenance.

## **12. Support Fair Usage**

- 12.1.** The Service Desk is provided to support incidents and service requests relating to the Apple and Jamf environment. The Supplier reserves the right to review usage annually and may adjust the Support Fee where usage materially exceeds the expected support volumes.
- 12.2.** Where the Client consistently exceeds expected usage, the Supplier will provide the Client with usage data and work collaboratively to reduce demand (for example, through additional training, automation, or self-service measures).
- 12.3.** If excessive usage continues for a period of more than three (3) consecutive months despite such measures, the Supplier reserves the right to adjust the Support Fee on reasonable notice to the Client.