

SERVICE CONTRACT TITLE

CUSTOMER

REF: **QUOTE/ MONTH/YEAR**

VERSION 1.0



DELIVERING SECURE IT SOLUTIONS

This is a controlled document and the registered holder is responsible for ensuring that the document amendments are incorporated and obsolete documents destroyed.

ISSUE	DATE	DETAILS OF CHANGES
1.0	??TH ?? 2020	Initial Issue

Panoptech is a trading name of Design IT Solutions Limited.

*Registered address: High Edge Court, Church Street, Heage, Near Belper, Derbyshire DE56 2BW UK
Company Number : 03906235*

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1 PREAMBLE

1.1 INTRODUCTION

- 1.1.1 Under the terms of this Service Support Agreement Panoptech shall provide a comprehensive maintenance and support arrangement to CUSTOMER NAME for PROJECT NAME.
- 1.1.2 Panoptech shall use its in-house expertise for the delivery of a resilient Support Service that shall operate to the Service Levels and to the agreed procedures as contained in this Maintenance Agreement.

1.2 DEFINITIONS

- 1.2.1 All references in this document to:
- I) "Customer" shall mean CUSTOMER NAME & ADDRESS
 - II) "Panoptech" shall mean Design IT Solutions Ltd, company number 3906235 whose registered office is at High Edge Court, Church Street, Heage Near Belper, Derbyshire DE56 2BW and who are trading as Panoptech.
 - III) "Product Name" shall mean PRODUCT DESCRIPTION.
 - IV) "Licence" shall mean the Licence Agreement, reference, REFERENCE dated DATE

1.3 POINTS OF CONTACT

Upon acceptance of this Maintenance Contract and subsequent order for the Customer, there will be issued access to Panoptech's online Help Desk as well as support telephone numbers.

Together with this will be a unique reference which need to be used when lodging a request on help desk, either online or via telephone.

2 SUPPORT CHARACTERISTICS

2.1 CUSTOMER REQUIREMENTS

2.1.1 GIVE A HIGH LEVEL REVIEW OF THE SYSTEM THE CONTRACT WILL COVER

2.2 CONTRACT DURATION FOR THE MAINTENANCE AGREEMENT

2.2.1 This Service Agreement Commences on the DAY MONTH YEAR and shall terminate on the DAY MONTH YEAR.

2.2.2 The Customer may terminate the Service Support Agreement early on or after DAY MONTH YEAR

i) by giving 6 months prior written notice that the Service Agreement will terminate on any one of the following dates; and

ii) on paying:

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

the sum of £? if the Agreement is terminated on DAY MONTH YEAR

2.2.3 Such sum shall fall due and be payable to Panoptech on the date of termination.

2.2.4 Such sum referred to in the clause 2.2.2 shall cover but not limited to the cost of decommissioning the support arrangements (removal of Panoptech passwords and access arrangements, decommissioning monitoring systems and helpdesk), write off of costs incurred on software and hardware required to perform the maintenance (Helpdesk software licensing, engineers tools etc.), as well as any general write off of costs incurred during the delivery of the Maintenance Contract.

2.2.5 The Customer shall have a right on termination to deduct from the final payment due to Panoptech under clause 2.2.2 from any advance payments made to Panoptech under clause 3.3.

2.2.6 Within 28 days of the termination of this Agreement Panoptech shall refund to the Customer any apportionments due of advance payments and any other sums.

2.2.7 For the avoidance of doubt, the termination of this Maintenance Agreement does not terminate the Licence between the parties.

2.2.8 In the event of a dispute arising, the Customer and Panoptech will utilise the dispute resolution procedure contained in the Supply Model Form of Licence Agreement for the use of the Computer Software Products CIPS Model L Revised 2002.

- 2.2.9 An annual review of the contract will take place with the CUSTOMER POINT OF CONTACT to ensure that all bases are still covered within the current contract. Uplift or down lift maybe required which will be reviewed and agreed by all parties.

2.3 SERVICE TIME COVER

- 2.3.1 The contracted Service Cover Time (SCT) shall be 08:00 until 18:00 Monday to Friday excluding Public Holidays.
- 2.3.2 The Out of Service Cover Time are detailed in clause 3.2 and such time will be charged in accordance with the sums detailed in clause 3.2.
- 2.3.3 Panoptech shall respond to any general Customer generated faults within 4 hours and provide a next business day on-site presence should the fault require on-site support to resolve. For Critical and Urgent faults Panoptech shall adopt a time is of the essence approach to ensure that the fault is rectified as soon as practically possible.
- 2.3.4 Critical and Urgent requests must be authorised by the CUSTOMER POINT OF CONTACT.

2.4 SERVICE FAILURE DEFINITION

- 2.4.1 **Critical** – A service failure which, in the reasonable opinion of the Customer constitutes a loss of the Service which prevents a large group of End Users from working; has a critical impact on the activities of the Customer; causes significant financial loss; or results in any material loss or corruption of Customer Data. Non- exhaustive examples: STATE EXAMPLE/S
- 2.4.2 **Urgent** - A Service Failure which, in the reasonable opinion of the Trust has the potential to have a major (but not critical) adverse impact on the activities of the Customer and no work around is available; or cause a financial loss and/or disruption to the Customer which is more than trivial but less severe than the significant financial loss described in the definition of a Critical Service Failure. Non-exhaustive examples: STATE EXAMPLE/S
- 2.4.3 **General** – A Service Failure which, in the reasonable opinion of the Customer, has the potential to: have a major adverse impact on the activities of the Customer which can be reduced to a moderate adverse impact due to the availability of a work around; have a moderate adverse impact on the activities of the Customer. Non-exhaustive examples: STATE EXAMPLE/S
- 2.4.4 **Minor** - A Service Failure which, in the reasonable opinion of the Customer has the potential to have a minor adverse impact on the provision of the Service to End Users or which comprises a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the information being displayed. Non-exhaustive examples: STATE EXAMPLE/S

2.5 SERVICE RESPONSE CHARACTERISTICS

2.5.1 The following table represents the service characteristics.

DESCRIPTION	RESPONSE	TARGET FIX	GUARANTEED FIX OR IF AGREED WITH THE CUSTOMER AN AGREED WORK AROUND	ESCALATION TRIGGER
Critical	Immediate Within SCT	2 Hours Within SCT	8 Hours Within SCT	Helpdesk define call as Critical, log call. Engineer shall take immediate action to resolve problem. Call control shall escalate as required.
Urgent	1 Hours Within SCT	4 Hours Within SCT	10 Hours Within SCT	Helpdesk define call as Urgent, log call. Engineer shall be contacted. Call control shall escalate as required.
General	4 Hours Within SCT	8 Hours Within SCT	10 Hours Within SCT	Helpdesk define call as Important, log call. Engineer shall be contacted. Call control shall escalate as required.
Minor	4 Hours Within SCT	Within SCT Agreed with Customer	Within SCT Agreed with Customer	Helpdesk define call as Minor Fault, log call. Engineer shall be contacted. Call control shall escalate as required.

2.6 ENGINEERING RESPONSE

2.6.1 The **CUSTOMER POINT OF CONTACT** can escalate the status of a fault. On prior agreement with Panoptech, that the escalation is reasonable, Panoptech shall log the new escalated status and respond in line with the response times detailed in the table 2.5.1. On this basis Panoptech shall have the right to charge for additional hours worked (including travel time) outside SCT on the basis set out in clause 3.2 of this agreement.

2.6.2 All faults or requests logged within the SCT of any particular day shall be responded to on the same day although work may continue on the following SCT period.

2.7 VALIDATION OF REPAIR

2.7.1 Upon completion of any reported faults the Customer shall receive a notification of completion of work with a description of what action / repair work has been undertaken. Should any works carried out by Panoptech not be completed to the Customer's satisfaction, the Customer shall notify Panoptech by re-submitting the original fault request to the Panoptech Helpdesk under its original fault status. Panoptech shall make good any defective

or unsatisfactory works within the fault status time frame and Panoptech will not charge the Customer for the additional works

2.8 OVERVIEW OF SUPPORT ARRANGEMENTS

- 2.8.1 The support characteristics of the network can be broken down into ?? discrete parts.
- i) **Part 1** – Delivering ?? functionality using ?? hardware/software.
 - ii) **Part 2** – Delivering ?? functionality using ?? hardware/software.
 - iii) **Part 3** – Delivering ?? functionality using ?? hardware/software.
 - iv) **Part 4** – Delivering ?? functionality using ?? hardware/software.
 - v) **Part 5** – Delivering ?? functionality using ?? hardware/software.
- 2.8.2 Panoptech shall provide experienced and highly trained certified specialists to support the services. Panoptech shall provide a comprehensive range of services to ensure that supported services are available and operate properly.
- 2.8.3 Specific services cover:
- i) Diagnose and repair hardware and software faults on supported equipment.
 - ii) Detailed network performance and fault alert monitoring.
 - iii) Implementation of manufacturers' software patches and interim version releases.
 - iv) The provision of a user helpdesk service.
 - v) The provision of technical advice.
 - vi) Acting as the liaison point for 3rd Party (LIST SUPPLIERS) equipment and services.
 - vii) Maintenance of the accredited document set.
- LIST ANY OTHER SPECIFIC SERVICES TO BE CARRIED OUT**

DETAIL ANY OTHER SUPPORT ARRANGEMENTS TO BE DELIVERED UNDER THIS MAINTENANCE CONTRACT

2.9 DEMAND SERVICES

- 2.9.1 Services that fall outside this maintenance and support agreement shall be termed a Demand Task.
- 2.9.2 A Demand Task would be defined in accordance with the following guidance and principles:
- i) A like for like replacement of a supported item of equipment in the event of its failure using an item from the customers spares pool or via customer purchase or warranty repair, would be classified as part of the Service Support Agreement.
 - ii) Replacement of an item for the purposes of an upgrade or enhancement or the relocation of equipment will NOT be covered by the Service Support agreement and be classed as a Demand Task.
 - iii) The Service Support Agreement will not cover the replacement or upgrade of Cabinets and Structures. Replacement and/or upgrade of these items would be implemented as Demand Tasks
 - iv) ALL other tasks that fall outside the scope and definitions contained in the Service Support Agreement and its contract variations would be categorised as Demand Tasks and therefore would be implemented incorporating a resource charge.

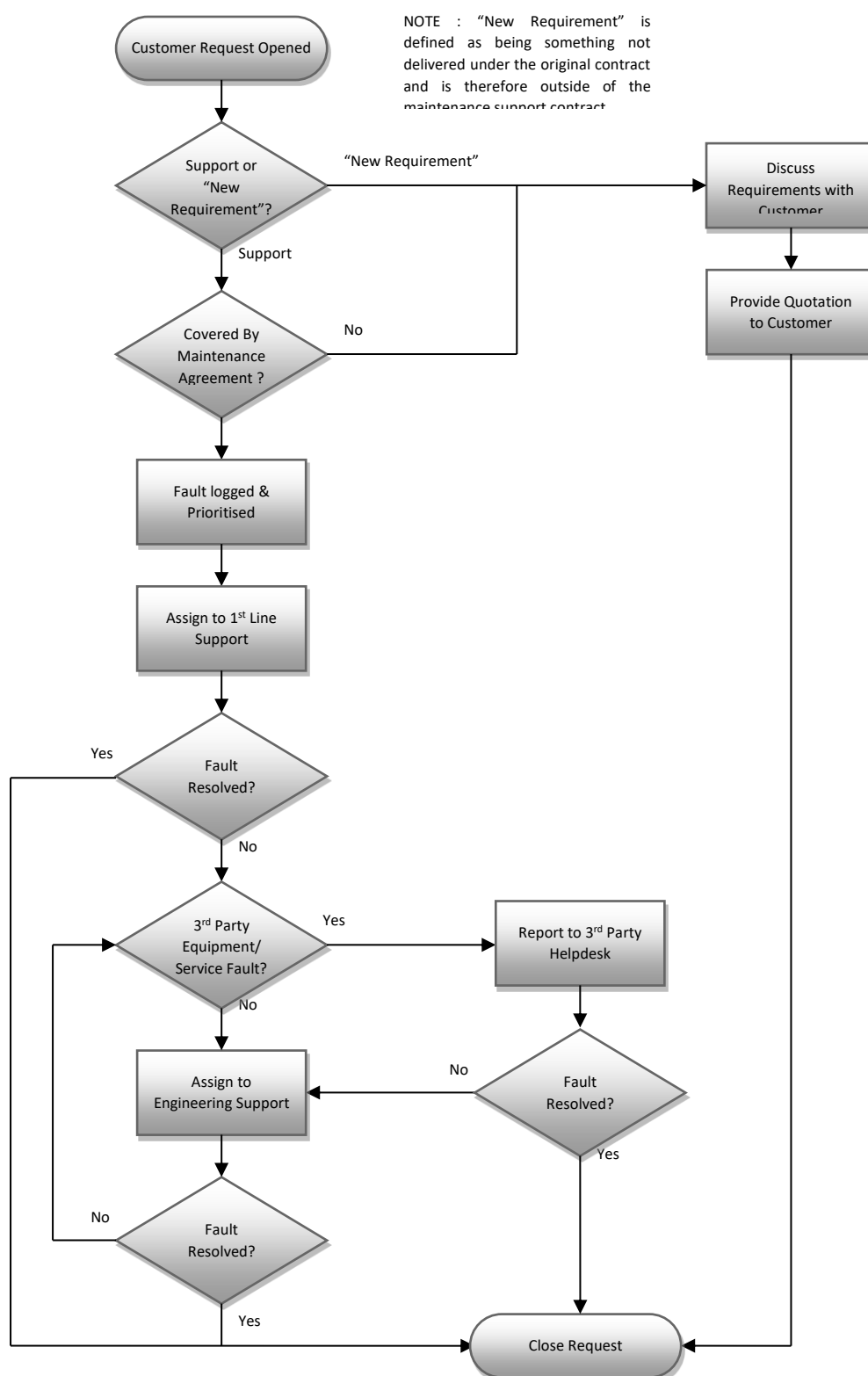
- 2.9.3 Requests for Demand Tasks shall be costed and submitted for approval. Such quotations shall include pricing for additional support costs for the remaining period within the year. At the end of year these additions shall be added to the following year's costs.

2.10 HARDWARE / SOFTWARE ADDITIONS

- 2.10.1 A register of hardware and software shall be maintained by Panoptech. This register shall contain relevant details such as Part number and Serial number as well as applicable warranty and 3rd party support arrangements. Additional items or items that are removed or replaced shall be recorded on the applicable register so as to provide an audit trail.

2.11 USER HELPDESK FACILITY

- 2.11.1 Panoptech shall provide a user support centre based at its premises in **PANOPTech LOCATION**. A dedicated support number shall be provided and answered by security cleared staff that are trained to deal with common user problems on-line. Calls that cannot be resolved in this manner shall be logged for engineering support. Engineers shall attend site as per clause **Error! Reference source not found..** Any issues that cannot be resolved within the proposed SCT shall be referred to the Customer where a resolution date shall be agreed.
- 2.11.2 In addition to the telephone support service Panoptech shall offer system users access to a web-based intranet helpdesk where system status information and common fault advice shall be made available, It is envisaged that performance metrics shall also be provided to all users via this interface.
- 2.11.3 The following diagram details the helpdesk process:



2.12 SECURITY (DELETE IF NOT REQUIRED)

2.12.1 Due to the nature and security classification of the network, all staff supporting such equipment shall be security cleared to DV level and bound by the terms of the Official Secrets Act as well as any non-disclosure agreements the Customer may require.

2.13 SECURITY SYSTEM MANAGEMENT (DELETE IF NOT REQUIRED)

2.13.1 The network employs several levels of security that must be maintained in order to ensure compliance and protect the system integrity. Panoptech shall provide services to maintain the system security of the network. Such Services shall include:

- i) Annual Encryption key changes.
- ii) Update and maintain system documentation.
- iii) Liaise with Customer security personnel.
- iv) Provide advice and facilitate any proposed connectivity by third party supplier to the network.

2.14 STATISTICAL REPORTING (DELETE IF NOT REQUIRED)

2.14.1 Panoptech shall make available to the Customer statistical evidence of service availability and network performance. Statistical reporting shall require the use of automatic probing of the core systems to provide reporting beyond the normal “what’s up” monitoring function.

2.14.2 Live or almost live statistical data shall be provided on an on-demand basis via the Solar Winds Network Management Software web client.

2.14.3 Service availability and key performance information from the network can include:

- i) Current network, node and server status with relevant performance information for individual devices, where available.
- ii) Current network map.
- iii) System event history (Last 24 hours).
- iv) Environmental monitoring at remotes sites with CISCO equipment.

2.14.4 The statistical data is reliant on the network between Panoptech Fleet Office and the Customer network being available and limited by the reporting capability within the Solar Winds Network Management Software.

3 COMMERCIAL

3.1 SERVICE COSTS

- 3.1.1 It is proposed that the contract shall expire on the **DAY MONTH YEAR** or such term as determined in accordance with clause 2.2.1. Costs associated with this provision can be quantified as:

SERVICE SUPPORT	SERVICE COVER TIME	ANNUAL COST
SUPPORT DESCRIPTION	08:00 – 18:00 Monday – Friday excluding Statutory Holidays	£ ??
SUPPORT DESCRIPTION	08:00 – 18:00 Monday – Friday excluding Statutory Holidays	£ ??
SUPPORT DESCRIPTION	08:00 – 18:00 Monday – Friday excluding Statutory Holidays	£ ??
Total Annual Cost (Excl VAT)		£ ??

3.2 OUT OF SERVICE COVER TIME (SCT) WORKING DEMAND SERVICES

- 3.2.1 Panoptech shall provide support outside of SCT on the following basis:

OUT OF HOURS PERIOD	CHARGE
18:00 – 24:00 Monday – Friday	£ ?? per hour minimum 1-hour charge
06:00 – 08:00 Monday – Friday	
00:00 – 06:00 Monday – Friday	£ ?? per hour minimum 4-hour charge
00:00 – 24:00 Saturday	£ ?? per hour minimum 4-hour charge
00:00 – 24:00 Sunday and Public Holidays	£ ?? per hour minimum 4-hour charge

3.3 PAYMENT PROFILE

- 3.3.1 Payments are to be made quarterly in advance. Demand tasks and additions due to out of hours working shall be charged monthly in arrears.

Initial Payment £ ?? to be invoiced on the **DAY MONTH YEAR**

A charge of £ ?? shall be made each **PERIOD** thereafter for the term of the contract.

- 3.3.2 Costs quoted in the is maintenance contract exclude VAT at the prevailing rate.

3.4 NOVATION OF CONTRACT

- 3.4.1 This Agreement is personal to Panoptech. Panoptech shall not assign, novate, or otherwise dispose of this Agreement or any part thereof without the prior written consent of the Customer, which the Customer may in its discretion withhold without stating reasons.
- 3.4.2 The Customer shall be permitted to novate this Agreement to any successor authority, and for the avoidance of doubt including any counter-terrorism unit successor authority, subject to the successor authority first undertaking to perform all the obligations of the Customer under this Agreement.

3.5 HARDWARE/SOFTWARE REMOVAL

- 3.5.1 No hardware or software shall be removed from the system without the prior consent of the Customer.

4 SERVICE LIMITATIONS & ASSUMPTIONS

4.1 EXTENT OF SERVICE COVERAGE

- 4.1.1 This service contract is based upon the provision of service to the Customer users within the following buildings/sites/locations:

(a) SITE A

(b) SITE B

(c) SITE C

4.2 SUPPORTED EQUIPMENT

- 4.2.1 Panoptech shall provide support on equipment detailed within the agreed equipment schedule at Appendix 1 of this agreement.
- 4.2.2 Hardware maintenance is not covered by this agreement except to invoke manufacturer's warranty if applicable. Panoptech shall act as the interface between the Customer and the manufacturer of such equipment to request warranty replacement or repair. Where an item is deemed beyond economical repair, Panoptech shall suggest a suitable replacement. Such replacements shall be conducted as a Demand Task.

4.3 EXCLUDED EQUIPMENT

- 4.3.1 Any equipment which is supplied and installed by a 3rd Party or the Customer will be excluded from the agreement until a Maintenance Acceptance Test has been carried out by Panoptech and acceptance is issued in writing to the Customer. This also encompasses any services supplied by a 3rd Party or the Customer which impacts on the performance of the network and systems covered under the agreement.
- 4.3.2 The Maintenance Acceptance Test shall be conducted as a Demand Task.

4.4 EXCLUDED SERVICES

- 4.4.1 The following services are excluded from this agreement:

i) **SERVICE 1** - DETAILS OF THE SERVICE EXCLUDED

ii) **SERVICE 2** – DETAILS OF THE SERVICE EXCLUDED.

iii) **Hardware Faults** – Panoptech shall diagnose hardware faults but shall not be responsible for replacement of faulty hardware. Panoptech shall act on behalf of the Customer to liaise with the manufacturer or supplier to arrange a replacement under warranty if applicable.

iv) **Environment and Power** – In the event that service is affected by Power Interruption, inadequate air cooling or water ingress, Panoptech shall not be held accountable for any breach in service commitment until proper service is restored. Panoptech shall adopt a duty of care role to ensure that equipment is safely shut down and or removed from an area where further damage may result. Work to decommission / re-commission or transfer to alternative location shall be deemed a demand task

4.5 PANOPTech'S DELAY

- 4.5.1 The Customer may claim the following maintenance credits and liquidated damages from Panoptech as follows, in line with the definitions provided for in clause **Error! Reference source not found.** of this agreement:-
- a) **Critical Fault** - For failure to attend site within 2 hours and fix the fault within 8 hours Panoptech will credit the Customer £?? plus £?? per hour of delay or part thereof, unless otherwise agreed to by the Customer.
 - b) **Urgent Fault** - For failure to attend site within 4 hours and fix the fault within 10 hours Panoptech will credit the Customer £?? plus £?? per hour of delay or part thereof, unless otherwise agreed to by the Customer.
 - c) **General Fault** - For failure to attend site within 4 hours of the Service Cover Time and fix the fault within 24 hours of the Service Cover Time Panoptech will credit the Customer £?? plus £?? per hour or delay of part thereof, unless otherwise agreed to by the Customer.
- 4.5.2 For the avoidance of doubt, the 24-hour period for Non-Urgent faults finishes at the end of each Service Cover Time period and resumes again within the next Service Cover Time (SCT) period
- 4.5.3 It is understood that it may be impossible for the above timescales associated with each category of fault to be met due to circumstances beyond Panoptech's control. However, under no circumstances will a reason for delay due to labour or materials be accepted for waiving the maintenance credits and liquidated damages.
- 4.5.4 It is agreed between the parties that "beyond Panoptech's control" includes (but is not limited) to the following:
- i) Emergency and planned power interruptions, especially where the Customer has failed to close the systems properly.
 - ii) Networking issues that fall outside of Panoptech's direct control
 - iii) Work undertaken by non-Panoptech engineers (including but not limited to): -
 - (a) IP address changes
 - (b) 3rd-party Patches installed
 - (c) 3rd party software installed / upgraded
 - (d) Configuration changes (Hardware & Software)
 - (e) System interface changes
 - (f) Client users deleting/editing configurations
 - (g) 3rd-party work that is undertaken that is not approved by Panoptech.
 - (h) Malicious actions initiated by other contractors or the Customer's employees
- 4.5.5 The Customer shall have the right to deduct from payments due to Panoptech as a result of any maintenance credits or liquidated damages being issued.

5 AGREEMENT TERMS

5.1 CIP AGREEMENT

- 5.1.1 For the avoidance of doubt this Agreement incorporates the clauses detailed in the Chartered Institute of Purchasing and Supply Model Form of Licence Agreement for the use of the Computer Software Products CIPS Model L Revised 2002 as amended by:
- i) the amendments incorporated within the Licence dated 23 May 2008;
 - ii) the amendments incorporated within the Novation and Variation Agreement dated 6 October 2011.
- 5.1.2 If there is any conflict in meaning between any provision of this Agreement and any provisions in the documents detailed in clause 5.1, effect shall be given to the said documents in the following order of precedence:
- i) this Agreement;
 - ii) the document referred to in clause 5.1.
- 5.1.3 Any statute or statutory provision shall be deemed to include any instrument, order, regulation or direction made or issued under it and shall be construed so as to include a reference to the same as it may have been, or may from time to time be amended modified consolidated re-enacted or replaced except to the extent that any amendment or modification made after the date of this Agreement would increase any liability or impose any additional obligation under this Agreement.

6 SIGNING PAGE

6.1 ON BEHALF OF DESIGN IT SOLUTIONS LIMITED T/A PANOPTECH

Signature:

Name:

Date:

Position:

Witnessed By:

Name:

Date:

Position:

6.2 ON BEHALF OF THE CUSTOMER

Signature:

Name:

Date:

Position:

Witnessed By:

Name:

Date:

Position: