

# CONNECTIVITY SERVICE

## SERVICE DESCRIPTION SD092-F



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# PREPARED BY

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# 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

The Connectivity Service is delivered in partnership with FluidOne. Through this partner, Softcat provides a connectivity service to its Customers which offers a flexible range of Service Options.

The Softcat Account Manager will discuss the Customer's connectivity requirements and will recommend a solution (a single Service Option or a group of Service Options) that best suits the Customer's needs, taking into account current business needs and expected change.

The Service Options chosen by the Customer will be detailed in the Work Order.

The Service comprises:

- 24x7x365 access to log Support Cases ("**Softcat Support**")
- Assistance to navigate the Service Options, with the installation and configuration of the Supported Product ("**Connectivity**")
- Chosen connectivity partner Service Options ("**Service Option**")
- A point of contact and escalation ("**Service Delivery Associate**")

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

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

Together, the above comprise the "**Connectivity Service**", referred to as the "**Service**" within this document.

The Service is delivered in accordance with the following ISO standards:

- ISO 20000
- ISO 27001
- ISO 9001
- ISO 22301

Unless otherwise stated in the Work Order, and in addition to any terms set out in this Service Description, the following applies to the delivery of the Service set out in this Service Description:

- Softcat Terms and Conditions: [T&Cs](#)
- The Data Processing Agreement: [DPA](#)

## 1.2 SERVICE FEATURE TABLE

| Connectivity Service                                    |            |
|---------------------------------------------------------|------------|
| Softcat Support                                         |            |
| Log Support Cases 24x7x365 <sup>1</sup>                 | ✓          |
| Online Support portal to track and log calls            | ✓          |
| A minimum of two (2) Customer Contacts                  | ✓          |
| P1 response Service Level                               | 15 minutes |
| Connectivity                                            |            |
| Navigation of the Service Options                       | ✓          |
| Deployment of Service Options <sup>2</sup>              | ✓          |
| Service Options <sup>2</sup>                            |            |
| Broadband services                                      | ✓          |
| Ethernet services                                       | ✓          |
| Firewall service                                        | ✓          |
| Service Delivery Associate                              |            |
| Contact and escalation                                  | ✓          |
| Service Delivery Manager (Optional Add-On) <sup>3</sup> |            |
| Named Service Delivery Manager                          | ✓          |
| Service reports and reviews <sup>4</sup>                | ✓          |
| Remote Hands Support (Optional Add-On) <sup>3</sup>     |            |
| On site engineer assistance                             | ✓          |

<sup>1</sup> Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

<sup>2</sup> Customers chosen Service Option(s) will be confirmed on the Work Order.

<sup>3</sup> "Optional" and "Optional Add-On" means a chargeable extra. Where a chargeable extra is chosen by a Customer, this is confirmed on the Work Order.

<sup>4</sup> Service reports are provided on a monthly basis only, and the frequency of the service review is at the Customer's request.

## 2. SERVICE DETAIL

### 2.1 SOFTCAT SUPPORT

Customer Contacts have access to Softcat Support around the clock and on any day of the year ("24x7x365").<sup>1</sup>

Customer Contacts should raise a Case primarily via the Support portal, where the Case type will be assessed, defined and communicated and the priority level will be agreed with the Customer. Where Service Levels apply to the management of a Case, these will be confirmed on the Work Order. For any Case which the Customer believes to be urgent, the Customer Contact must report to Softcat by telephone.

### 2.2 CONNECTIVITY

As part of this Service, Softcat provides a comprehensive range of connectivity options and speeds, allowing for delivery of the most optimal connectivity solution. Each Service Option will consider the ideal network service elements available for delivery as well as the dependency on such aspects as geographical location, access network types available and resilience required.

If the provided Underlay access options and customer premises equipment (CPE) does not match the Customer's requirement, Softcat will liaise with the Customer to discuss other available options. For further information regarding this, Customers should contact their Softcat Account Manager.

The Customer's agreed preferences will be confirmed in the Work Order.

Softcat or FluidOne will conduct Customer Site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the Customer Site(s) to provision Broadband or Ethernet Service Options and as a result additional cost, excess construction costs ("ECCs"), will apply.

### 2.3 SERVICE OPTIONS

The Service includes multiple Service Options. Service Options are detailed in the hyperlinks below and the agreed Service Option(s) will be confirmed in the Work Order.

#### **Service Option 1: Broadband service:**

<https://www.softcat.com/documents/f-connectivity-broadband.pdf>

#### **Service Option 2: Ethernet service:**

<https://www.softcat.com/documents/f-connectivity-ethernet.pdf>

#### **Service Option 3: Firewall service:**

<https://www.softcat.com/documents/f-connectivity-firewall.pdf>

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<sup>1</sup> Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

## 2.4 SERVICE DELIVERY ASSOCIATE

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 for an additional charge. Customers can request this by contacting their Softcat Account Manager. This will then be detailed in the Work Order.

## 2.5 SERVICE DELIVERY MANAGER (OPTIONAL ADD-ON)

At an additional cost Customers can have access to a named Service Delivery Manager who will act as a point of contact and escalation for the Service during standard UK Working Hours.

The aligned Service Delivery Manager will produce service reports and deliver service reviews as agreed. As part of the service review, they will run through the report in more detail and discuss and capture any other Service-relevant actions.

Reporting provided will detail performance against pre-defined KPIs and Service Level targets, with various Case details.

## 2.6 REMOTE HANDS SUPPORT (OPTIONAL ADD-ON)

Remote Hands services are an additional chargeable option for Customers not wanting to attend site to investigate issues with their equipment or to escort third parties to the rack location.

Requests for Remote Hands should be made to Softcat Support in the usual way. At time of raising the request, the level and of urgency and justification should be made clear.

Softcat shall use reasonable endeavours to make Remote Hands resources available within two (2) hours of the request. Where an emergency situation is identified by the Customer and verified by Softcat (both parties acting reasonably), Softcat will use reasonable endeavours to provide resource within thirty (30) minutes.

### 2.6.1 REMOTE HANDS TASK COMPRISE:

- a. Visual inspection and reporting to assess equipment status (e.g. status lights, power lights, and cabling) or identifying information (e.g. serial numbers) where this is available to Softcat.
- b. Viewing of monitors and reporting of screen data.
- c. Connection of a Softcat-provided keyboard and/or monitor to Softcat equipment for the purpose of carrying out any of the other tasks.
- d. If available, the connection of a facility-provided keyboard and/or monitor to client equipment for the purpose of carrying out any of the other tasks listed.
- e. Rebooting routers, servers, or other client equipment where Softcat provides written directions for the technician.
- f. Pressing of "any key" to clear a screensaver.
- g. Toggling switches or pressing buttons under the instruction of the Customer, where those switches or buttons are clearly marked.

- h. Plugging in loop-back cables at a Softcat cross-connect area or at the Customer provided test points, providing a hard loop for Softcat to test circuits remotely (specialty loop-back cables, where required, provided by the Customer).
- i. Re-seating or replacing components that are hot-swappable and modular, provided that no tools are required and Softcat will not open the outer encasement of the Customer's equipment. All replacement parts must be provided by the Customer.
- j. Re-seating or replacing cables connecting the Customer equipment. All replacement cables must be provided by the Customer.
- k. Disconnecting systems from the network in the event of a network security event.
- l. Providing the Customer with a report for audit purposes regarding use of their access badges to gain entrance to the facility.
- m. Any reasonable request by the Customer for a Softcat employee to perform services on behalf of the Customer (as agreed in writing by the parties).

## 3. SERVICE LEVELS

### 3.1 SOFTCAT SUPPORT

Softcat offers a response Service Level target, which is Softcat's commitment to raise a Case within a given time from when the request is made to Softcat Support.<sup>1</sup>

In the table below, the Service Level target column shows the percentage of requests responded to within the response metric, for example: 95% of Cases logged as a P1 are responded to within fifteen (15) minutes.

The response metrics for Cases are shown in the table below:

| Priority        | Description                                                                                                                                                                                                                                                                                                                        | Service coverage hours                | Response metric | Service Level target |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------|----------------------|
| Priority 1 (P1) | Business impacted or imminent impact expected within four (4) hours; full Customer Site outage; a business-critical system or Supported Product is not working; Customer cannot perform business critical functions; loss of revenue; risk of severe reputational damage; all End-Users unable to perform business critical roles. | 24/7                                  | <15 minutes     | 95%                  |
| Priority 2 (P2) | Partial Customer Site outage; loss of redundancy; a non-business-critical system or Supported Product is down; Customer experiencing a high degradation in Service; risk to revenue generation; multiple End-Users unable to perform business critical roles.                                                                      | 24/7                                  | <30 Minutes     | 95%                  |
| Priority 3 (P3) | Single End-User issue that prevents them from performing business-critical elements of their role; multiple End-Users affected by an identical issue that does not prevent them from performing their roles; reduction in redundancy for business-critical systems.                                                                | M-F 09:00 – 18:00 (ex. Bank Holidays) | <4 Hours        | 95%                  |
| Priority 4 (P4) | Single user issue that does not prevent them from performing their role or a critical operation; reduction in redundancy for non-business critical systems.                                                                                                                                                                        | M-F 09:00 – 18:00 (ex. Bank Holidays) | <4 Hours        | 95%                  |

<sup>1</sup> Requests are acted upon within contracted coverage hours, as confirmed in the Work Order. Case logging is subject to the Service Levels of the coverage and referral provided by the vendor/partner.

| Category type        | Description                  | Service coverage hours                | Response metric | Fulfilment target     | Service Level target |
|----------------------|------------------------------|---------------------------------------|-----------------|-----------------------|----------------------|
| Request <sup>5</sup> | Request - Working Hours only | M-F 09:00 - 18:00 (ex. Bank Holidays) | <4 Hours        | Five (5) Working Days | 95%                  |

### 3.2 SERVICE LEVELS FOR SERVICE OPTION(S)

Please refer to your chosen Service Option(s) for each Service Levels.

#### **Service Option 1: Broadband service:**

<https://www.softcat.com/documents/f-connectivity-broadband.pdf>

#### **Service Option 2: Ethernet service:**

<https://www.softcat.com/documents/f-connectivity-ethernet.pdf>

#### **Service Option 3: Firewall service:**

<https://www.softcat.com/documents/f-connectivity-firewall.pdf>

<sup>5</sup> Unless specified otherwise, any requests are subject to the above metrics.

## 4. CUSTOMER RESPONSIBILITIES

### 4.1 SOFTCAT SUPPORT

- a. The Customer should ensure that Customer Contact(s) are skilled in or knowledgeable of the Customer's Operating Environment, have sufficient access rights and are of a sufficient proficiency to apply the recommendations that are provided as part of this Service.
- b. Prior to Service commencement the Customer should provide:
  - i. The Customer's admin on Softcat's ticketing Platform must maintain at least two (2) Customer Contacts for the purposes of Support and continuity; and
  - ii. Any relevant Key Information e.g., models, serials, tenancy, Subscriptions.
- c. When raising a Case, the Customer Contact should provide, when requested by Softcat:
  - i. Valid serial numbers for the affected Supported Product(s), where applicable;
  - ii. Reasonable visibility of system logs, configuration files and error messages;
  - iii. A description of the symptoms and other services impacted;
  - iv. Confirmation of when the issue first occurred and if it has occurred before (where possible provide previous Case references);
  - v. Details of any recent changes or projects implemented prior to the issue being raised;
  - vi. Details of all fixes, configuration amendments and updates already performed to attempt to resolve the issue prior to raising the Case;
  - vii. To what extent the issue is affecting operation of the Customer's business;
  - viii. The number of End-Users impacted and their location;
  - ix. Contact details of the Customer Contact; and
  - x. Details of any trouble-shooting steps already undertaken.
- d. Implementation of best practice recommendations advised by Softcat.
- e. Direct Support for End-Users. Customers should ensure the Customer's engineer are trained to refer all Cases to the Customer Contact in the first instance and not permit persons other than a Customer Contact to approach Softcat to register Cases.
- f. Provide thirty (30) days' notice to Softcat of any requested addition(s) to the Supported Product list.
- g. Follow the information in the Softcat Services Welcome Pack.
- h. 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.
- i. Not use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction.
- j. Configuration changes and upgrades to the Supported Products.
- k. Monitoring and/or management of the Supported Products.
- l. Patching of the Supported Products.

### 4.2 CONNECTIVITY

- a. Where ECCs apply, Softcat will submit to the Customer a 'change order' detailing what additional works are required and the charges payable.
- b. Any signed change order shall supplement the original Work Order and together they will be considered to comprise one single Work Order (with the details on the change order taking precedence in the event of conflict).

- c. If the Customer does not sign and return a change order detailing ECCs within five (5) Working Days of submission, the original Work Order in so far as it pertains to the Customer Site(s) that are the subject of the detailed ECCs will immediately be considered cancelled without liability on the part of either Party.
- d. Provide all information requested by Softcat, where it relates to the Service.
- e. Fulfil the Customer responsibilities and Customer dependencies detailed in each Service Option, where the Service Option is confirmed on the Work Order as part of the Customer's connectivity solution.
- f. In order to receive the Service the Customer must ensure that the CPE be kept in a suitable installation room that is protected against unauthorised access, has suitable and sufficient access for Softcat and associated personnel in the installation of the CPE, certified cabling, AC power, temperature and humidity (ETSI EN 300 019-1-3: Class 3.1), space (as specified at the point of onboarding), cleanliness, adequate heat ventilation and ensure the correct operation.
- g. The Customer shall supply, at its cost, on an on-going basis, all space, power supplies, cables, trunking, electricity and air-conditioning as are required to receive the service(s) and ensure the correct operation of the CPE.
- h. The Customer should ensure that the Customer Site is prepared and ready for the installation of the CPE including but not limited to inhouse cabling up to each planned CPE location, sufficient power, and outlets.
- i. The Customer has a responsibility to ensure that their Customer Contacts are maintained accurately for each Customer Site.
- j. Customers will be responsible for the safeguarding of the CPE until it is returned upon termination, where appropriate.
- k. The Customer shall retain all packaging for the Supported Product(s) and shall use the same, or provide packaging of similar performance, for the return of the Supported Product. The Customer shall take all due care to pack the Supported Product in the packaging in such a way as to protect it from damage during transit. Softcat shall have the right to charge the Customer for the Supported Product if it has not been returned as directed.
- l. If the Customer responsibilities are not completed as described in this Service Description any additional works and/or additional on-site surveys required to verify the readiness at the Customer Site will result in Softcat invoicing any additional costs direct to the Customer.
- m. Portal security - the Customer has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into the network providers portals via the Customer's log-in details. The Customer must use best industry practice for selecting and regularly changing passwords.
- n. Ownership and title in the service equipment or CPE will remain with FluidOne at all times during the term of the relevant Contract, unless agreed otherwise in writing between the Parties. The Customer will not charge, mortgage or otherwise deal with the same and will use all reasonable efforts to prevent third-parties from asserting or acquiring any rights in relation to the service equipment or CPE.
- o. Any attempts not authorised by FluidOne to gain access to the service equipment or CPE or NTE or the network by any means, including brute force hacking, reverse-engineering or resetting of the device will be deemed a breach of this Agreement and the Terms of the Work Order, Contract of Service and Softcat and FluidOne reserves the right to terminate this Agreement with immediate effect and/or suspend the Service forthwith in accordance with the Agreement and may pursue the Customer for damages where equipment or network has been damaged or compromised.
- p. Where the Customer needs to undertake penetration testing for security audit purposes the Customer will notify Softcat's Softcat Support at least five (5) Working Days in advance in writing, detailing the tests being undertaken. The Customer will receive confirmation back by email when this has been accepted.

Failure to notify FluidOne will be deemed a hacking attempt on the FluidOne network and material breach of this Agreement.

#### 4.3 SERVICE OPTION(S)

Please refer to your chosen Service Option(s) for Customer responsibilities within each option.

**Service Option 1: Broadband service:**

<https://www.softcat.com/documents/f-connectivity-broadband.pdf>

**Service Option 2: Ethernet service:**

<https://www.softcat.com/documents/f-connectivity-ethernet.pdf>

**Service Option 3: Firewall service:**

<https://www.softcat.com/documents/f-connectivity-firewall.pdf>

#### 4.4 SERVICE DELIVERY ASSOCIATE

- a. Keep Customer Contacts up to date in ticketing platform (ServiceNow) to allow Service Delivery Managers to provide the Service effectively.
- b. Provide advanced notification to Softcat Support of any planned maintenance that could have an impact on any hardware or Software that Softcat provide Services for.
- c. Provide advanced notification to Softcat Support of any planned decommissioning of Softcat-related equipment or Software.

#### 4.5 SERVICE DELIVERY MANAGER (OPTIONAL ADD-ON)

- a. Provide email distribution list for any service reports or communication, where applicable.
- b. Keep Customer Contacts up to date in ticketing platform (ServiceNow) to allow Service Delivery Managers to provide the Service effectively.
- c. Provide advanced notification to Softcat Support of any planned maintenance that could have an impact on any hardware or Software that Softcat provide Services for.
- d. Provide advanced notification to Softcat Support of any planned decommissioning of Softcat-related equipment or Software.

## 5. NOTABLE EXCLUSIONS

### 5.1 SOFTCAT SUPPORT

At an additional cost the Customer can request project and design work, including Professional Services by contacting their Account Manager for a quote.

### 5.2 CONNECTIVITY

- a. Softcat shall not be liable to the Customer or any third party for any loss or damage arising as a result of Softcat or FluidOne carrying out any instructions given by the Customer, and the Customer shall indemnify Softcat and its partner against any loss, damage or claim suffered or sustained by Softcat and/or FluidOne as a result of either Party doing so.
- b. Where a site survey is ordered and reflected on the Work Order, Softcat and FluidOne's obligations in respect of the same will be limited to the activities set out in this Service plus advisement of the site survey findings to the Customer.

### 5.3 SERVICE OPTION(S)

Please refer to your chosen Service Option(s) for notable exclusions within each option.

**Service Option 1: Broadband service:**

<https://www.softcat.com/documents/f-connectivity-broadband.pdf>

**Service Option 2: Ethernet service:**

<https://www.softcat.com/documents/f-connectivity-ethernet.pdf>

**Service Option 3: Firewall service:**

<https://www.softcat.com/documents/f-connectivity-firewall.pdf>

### 5.4 SERVICE DELIVERY ASSOCIATE

- a. Any reporting or service reviews. <sup>6</sup>
- b. Service Delivery Associates will not act as a project manager or in any other capacity outside of the activities described in this Service Description.

### 5.5 SERVICE DELIVERY MANAGER (OPTIONAL ADD-ON)

- a. Any bespoke reporting or service reviews. <sup>6</sup>
- b. Service Delivery Managers will not act as a project manager or in any other capacity outside of the activities described in this Service Description.

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<sup>6</sup> This is available, but subject to an additional charge. Customers can request a quote by contacting their Softcat Account Manager.

## 6. SERVICE ACCEPTANCE AND ONBOARDING

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 be the day on which the Onboarding Period ends and is signed off as complete by the Customer, or five (5) days after the Onboarding Period has completed (whichever is the sooner).

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.

Timeframes for onboarding are subject to variance due to factors outside of Softcat's control (such as country regulations, wayleave, local authority restrictions).

## 7. SERVICE BILLING AND CONTRACT TERM

The billing frequency and the Initial Term 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).

Unless it is stated on the Work Order that the Service will not Auto-Renew<sup>7</sup>, or written notice is given by either Party to the other of its intention not to renew the Contract at least ninety (90) Working Days before the expiry of the Initial Term or any subsequent Renewal Term, the Service at the expiry of the Initial Term or any subsequent Renewal Term will be renewed automatically for a further term of three (3) months on the same Terms and conditions as detailed within the Contract.

If the Customer wishes to renew, cancel, or amend the Service and/or a Service Option, please send an email to [connectivity@softcat.com](mailto:connectivity@softcat.com) and [servicedelivery@softcat.com](mailto:servicedelivery@softcat.com), where arrangements with associated charges will be provided at the earliest convenience.

Softcat and/or FluidOne shall be entitled to increase the annual charge where it can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) solely caused by a legal or regulatory change (including a regulated price increase by a supplier). Softcat will provide at least thirty (30) days' notice of any increase in the annual charge due to regulated price increases.

Any such increase will not exceed the increased cost incurred by Softcat and/or Exponential-e in providing the Service(s). Softcat will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

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<sup>7</sup> The state of Auto-Renew will be reflected in the 'service specific section' of the Work Order.

## 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/general-terms-and-policies/terms-and-conditions-uk>.
- Capitalised terms in this document shall have the meaning set out here <https://www.softcat.com/documents/Softcat-Glossary-and-Definition-of-Terms.pdf>,

unless they are defined in the Terms and Conditions. In the event of any discrepancy or conflict between the Terms and Conditions and this Service Description, this Service Description shall take precedence.

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, in addition to agreeing to the Service Description, 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 Data Processing Agreement in respect of the remaining aspects of providing or using the Annuity Services).

### 8.3 ISO STANDARDS

The Service is fully compliant with the following ISO standards, ensuring the highest levels of quality, security and continuity:

- **ISO 20000** - Focuses on IT service management, ensuring that services are aligned with business needs and adhere to best practices. By following ISO 20000, the Service guarantees that the IT service management processes are efficient, effective, and continually improving to meet Customer evolving demands.
- **ISO 27001** - Dedicated to information security management systems. It helps organisations protect data and manage security risks systematically. Compliance with ISO 27001 ensures that robust security measures are in place to safeguard sensitive information mitigate risks and respond promptly to security incidents.
- **ISO 9001** - Addresses quality management systems. It ensures that the Service consistently meets Customer requirements and strives for continuous improvement. By adhering to ISO 9001, the Service demonstrates commitment to delivering high-quality services that enhance Customer satisfaction and operational excellence.
- **ISO 22301** - For business continuity management systems, helping organisations prepare for a respond to disruptive incidents. Compliance with ISO 22301 ensures that the Service has

comprehensive plans and procedures in place to maintain business operations during unforeseen events, thereby minimising downtime and ensuring service continuity.

## 8.4 ADDITIONAL TERMS

- a. Pursuant to this document, the Service Options selected by the Customer shall be reflected in the Work Order between Softcat and the Customer and shall be considered in forming part of the Contract.
- b. During the respective then-current term of the Contract, Softcat and Exponential-e are entitled to modify the parameters of the Service where it would result in non-compliance with applicable laws or any ruling of competent state authorities (if the provision of the Service with unchanged parameters). Prior written notice will be provided in advance of the expected date of the changes.
- c. The Customer must ensure they do not use any Internet Protocol (IP) address(es) that Softcat or Exponential-e has not assigned to the Customer. The Customer may not use the internet connection provided to harm the Service of another internet user or impersonate another user, whether on Exponential-e's network or external to the network. The Customer acknowledge that Softcat or Exponential-e may change the assigned IP address from time to time without giving notice unless the Customer has purchased a fixed IP address from Exponential-e.
- d. The Customer must ensure they do not run open mail relays or open web proxies or similar services that can allow unknown third parties to use the connection for (possibly) committing unlawful acts without the Customer's knowledge or control.
- e. The Customer must ensure that they use and the Customers' End-Users' use of mail does not adversely affect the proper functioning of Exponential-e's systems, including where mailboxes:
  - i. Receive large volumes of undeliverable mail; and
  - ii. Have forwarders set to other mailboxes where mail cannot be delivered or have forwarders or autoresponders that generate circular loops.
- f. If the Customer runs a mailing list using the provided services, the Customer is responsible for keeping records to show that each subscriber has given their consent to their inclusion on the mailing list.
- g. The Customer must ensure that their End-Users do not use the internet connection or allow or enable another person to use the internet connection, to attempt network scan, denial of service (DoS) attack or any other possible hacking activities.
- h. The Customer must ensure that any system they connect to the Internet conforms to all applicable Internet Engineering Task Force (IETF) standards.
- i. Where Exponential-e provides the Customer with dedicated access to a server, the Customer is responsible for the activities and security of the server. Where the Customer has purchased security service from Softcat or Exponential-e, either party shall only be responsible for the security measures described in the Work Order.
- j. Softcat or Exponential-e may disconnect your server where:
  - i. It is used to interfere or attempt to interfere with the Service of others (including such use is result of virus infection);
  - ii. It is reasonably believed that the server has been compromised; or
  - iii. Where there is a sudden increase in the server's use of network capacity which impacts other servers on the network.
- k. Exponential-e abides by any 'notice and take down' recommendations communicated to them by the Internet Watch Foundation.

#### 8.4.1 SUSPENSION

Softcat may suspend all or any part of the Annuity Service without liability to the Customer if:

- a. Softcat reasonably believes that the Annuity Service has, is or will be used in breach of the Contract;
- b. The Customer does not reasonably co-operate with Softcat or Exponential-e investigation of any suspected breach of the Contract;
- c. Softcat reasonably believes that the Customer has permitted the Annuity Service to be accessed or manipulated by a third party not set out in the Contract;
- d. Softcat reasonably believes that Customer infrastructure, or the Applications, databases or Operating Systems hosted on the Annuity Service have been hacked or compromised, except where such hack or compromise is reasonably attributable to Softcat's failure to perform its obligations under the Contract;
- e. Softcat reasonably believes that suspension of the Annuity Service is necessary to protect Softcat's or Exponential-e's information and communications technology infrastructure or data, or those of its other customers;
- f. Any Fee or other amount due under the Contract is overdue or is at risk of non-payment in the opinion of Softcat;
- g. Softcat or Exponential-e are required to do so by law or a regulatory or government body; or
- h. Softcat has cause to terminate the Contract but, at their discretion, has chosen instead to suspend the Contract.

Softcat will give the Customer advance Notice of a suspension under this clause of at least one (1) Working Day, unless Softcat determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Softcat, Exponential-e, the Customer or Softcat's other Customers from imminent and significant operational, legal, or security risk, or non-payment of its Fees.

If Softcat suspends the Annuity Service, then Softcat may continue to charge the Customer the Fees for the Annuity Service during the period of suspension and may charge the Customer a reasonable reinstatement fee upon reinstatement of the Annuity Service.

If Softcat suspends the Annuity Service, then the Customer must address the underlying vulnerability prior to Softcat placing the Annuity Service back in operation. If the Customer requests, Softcat may be able to provide a Quote to perform this work for the Customer as a supplementary service.

Softcat and Exponential-e reserves the right to suspend the Service(s) temporarily in order to protect the Exponential-e's network in the event that the Customer has been notified of an impending denial-of-service attack or other act of cyber-terrorism.

#### 8.4.2 CHANGE CONTROL PROCEDURE

In the event either Party desires a change to the Annuity Service, the following procedure shall be followed:

- a. The party which desires the change(s) (requesting party) shall issue to the other party (changing party) their request in writing (if a particular form or method for such request is set out in this Service Description, it shall be observed by the requesting party).
- b. The changing Party shall consider the request and, acting reasonably and in good faith, shall within five (5) Working Days (or such other time as is reasonably in the circumstances) advise the requesting Party of the impact of the change(s) on the Annuity Service and the Fee.
- c. The requesting Party shall, within five (5) Working Days of being advised of such impact, decide whether they wish to proceed with the changes on the basis of the impact notified by the changing Party.

- d. If the Customer wishes to make any alterations, additions, or maintenance to any part of the Customer network (or any other property of the Customer) that will or may impact upon Softcat's or Exponential-e's ability to deliver the services, then the Customer will inform Softcat in writing of such works prior to their commencement.
- e. Nothing prevents Softcat and/or Exponential-e having the right to modify their IT infrastructure, system configurations, routing configuration and/or communications methods/routing, provided that so doing will have no material adverse effect on either Party's ability to perform its obligations under the Contract. If such changes do have such a material adverse effect, the affected Party will notify the other Party, and the Parties will follow the change control procedure.
- f. Where Softcat has an opportunity to improve an Annuity Service, or where an Annuity Service is no longer readily available or is in short supply during the Term, Softcat may substitute an improved or alternate Product or service in place of the Customer's existing Annuity Service. The substituted Product will have equivalent or better performance and function and will be provided at no additional cost to the Customer (and where a change to any Data Processing Agreement is required, agreement between the Parties to that Agreement shall be a condition of both Parties' acceptance of this change to the Contract).

#### 8.4.3 PLANNED AND EMERGENCY WORKS

Softcat may suspend access to any or all Services forthwith in the event that such suspension is:

- a. For the purpose of carrying out scheduled or emergency maintenance, provided such scheduled maintenance and emergency maintenance is carried out in accordance with this Contract;
- b. Softcat will aim to provide seven (7) Working Days Notice or, in an emergency (as determined by FluidOne), as much Notice as is reasonably practical under the circumstances, perform scheduled or emergency maintenance (including temporary suspension of Service where Softcat considers this necessary) to maintain or modify the network, network terminating equipment or the Services and/or to prevent or resolve Cases. Service suspensions for the purposes of scheduled or emergency network modification, or preventative maintenance, will not be counted as outage time for purposes of any Service Level.
- c. It may be necessary from time to time for Softcat and FluidOne to carry out emergency maintenance to the network in order to maintain appropriate levels of service quality, to resolve Cases, or where there is a risk to the operation of the Service. For such events, the Customer acknowledges and agrees that it may not be practical for Softcat to provide the Customer with advanced notification.

#### 8.4.4 SERVICE COMMENCEMENT DATES

- a. Except as otherwise agreed in the Contract, the Service commencement date for a Service for:
  - i. single-site Contracts is the date on which that Service is handed over, and;
  - ii. multiple-site Contracts is the date on which that Service has been handed over for at least two (2) Customer Sites.
- b. For centralised services shared by multiple sites (i.e. Centralised Firewall, SSL VPN, etc.) the Service commencement date is the date on which that Service has been handed over and is accessible from at least one (1) site.
- c. Failure or delay of the Customer to install and/or connect any CPE (where the Customer is responsible for doing so) shall not result in any delay to the Service commencement date or the Customer's obligation to pay the annual charge.

#### 8.4.5 EXCESS USAGE

For certain Service Options the Customer must ensure they are using the service lawfully and with consideration to the acceptable use policy and fair use policy.

#### 8.4.6 CHANGE FREEZE

At the beginning of December in each year Softcat will announce dates of the change freeze. The change freeze is to allow for reduced engineering staff across the organisations themselves and those that Support them. The direct effect is that orders for new services or changes to existing ones are effectively suspended for a period of time during December and January. This does not include scheduled or emergency maintenance.

Support services continue during this period along with any necessary triage work, although workarounds will be employed rather than any changes to core infrastructure as much as possible..

#### 8.4.7 TERM AND TERMINATION

Subject to earlier termination of the Contract in accordance with its terms, the Contract shall continue in force:

- a. The Customer is required (at the Customer's cost and risk) to return within fifteen (15) Working Days the equipment to such location as Softcat may specify; and/or
- b. In the event that the Customer wishes to cancel a Service, the Customer must send an email to [connectivity@softcat.com](mailto:connectivity@softcat.com) and [servicedelivery@softcat.com](mailto:servicedelivery@softcat.com) specifying the Customer's name, the site (including postcode) at which the relevant service(s) is provided, and any applicable service reference numbers.
- c. Until the expiry of all of the terms of Contracts and thereafter unless or until terminated by either Party giving to the other Party not less than ninety (90) days' prior written notice to expire no earlier than the end of all of the terms of Contracts or at any time thereafter (unless specified otherwise for a particular Service, or part thereof, in the applicable service document); or
- d. Softcat shall confirm such cancellation, and the Customer will then be invoiced for any outstanding charges and Fees applicable which shall be equal to all charges agreed for that terms of Contracts until the end of its then-current term unless a different amount of charges are indicated in the Work Order. The response will usually be completed within ten (10) Working Days of the request.
- e. Enter any premises, with such transport as Softcat may consider necessary, and repossess any equipment to which Softcat, its agents, contractors or suppliers has title.
- f. Softcat shall take no responsibility for or guarantee that the Customer will remain the owner of any command-line interface ("CLI") or any features of a connection following cease of the services and/or the Work Order.
- g. Following termination of the Agreement and/or this Work Order or cease of all the services, Softcat shall be under no obligation to provide the Customer with access to any Service Management tool provided to the Customer.
- h. The Customer shall not be permitted to place any additional order(s) from the date on which a notice of termination of the Agreement or the Work Order has been served by either Party, unless otherwise agreed by both Parties in writing.
- i. Softcat shall confirm such cancellation, and any relevant termination payment to the Customer within twelve (12) Working Days of receipt of such request.
- j. Any associated termination payment will be invoiced in full immediately upon agreement to terminate.

- k. Where applicable, signature may be required on cancellation documents/forms to formalise termination of service. Failure to agree with signature will result in services remaining in place.
- l. The cancellation form/document shall specify remaining charges, to contractual Term end date, payable by the Customer to terminate the relevant Service.
- m. If signature is not provided within five (5) Working Days of initial request, Softcat may void and reissue cancellation documents and amend any associated service end date(s).

Subject to earlier termination of the Contract in accordance with its Terms, the Contract shall continue in force:

- n. Where the Services are purely 'Pay As You Go' Services, for the period such service(s) are in use by the Customer.

Notwithstanding any applicable charges to cease the service pursuant to the defined terms, all migration costs incurred by the Customer in connection with the migration of the connections will be the responsibility of the Customer. For the avoidance of doubt, the Customer shall at all times remain liable for payment of any charges up to and including the date of actual migration of the connections.

#### 8.4.8 EXIT ASSISTANCE AND RETURN OF CUSTOMER'S DATA

- a. Upon expiration or termination of the Contract, the Customer must discontinue use of the Annuity Service and (where IP addresses and/or server names have been provided by Softcat to the Customer) relinquish use of the IP addresses and server names assigned to the Customer by Softcat or FluidOne in connection with the Annuity Service, including pointing its domain name(s) away from Annuity Service if applicable.
- b. Reasonably promptly following expiry or termination of the Contract for any reason, Softcat will provide the Customer with one electronic copy of the Customer's data, in the format it is then in and on an 'as-is' basis. Thereafter, Softcat may:
  - i. Retain the Customer's data to the extent it is required to by law; and
  - ii. Otherwise delete the Customer's data at its discretion.
- c. Reasonably promptly following expiry or termination of the Contract (other than where the Contract is terminated as a result of a breach of the Customer), Softcat will:
  - iii. Where appropriate, hand over to the Customer all relevant passwords specific to the relevant Annuity Service; and
  - iv. Unless vendor restrictions apply, provide the Customer with such reasonable assistance and information in transitioning the services to a replacement supplier as the Customer may request, free of charge for a period of up to thirty (30) days following such expiry or termination, and thereafter chargeable to the Customer on a time and materials basis at Softcat's then-current rates for a further period of no more than ninety (90) days following such expiry or termination.
- d. If requested to do so by the Customer, upon expiry or termination of the Contract (other than where the Contract is terminated as a result of a breach of the Customer), subject to continuing payment by the Customer of the applicable Fees, Softcat will use reasonable endeavours to continue to provide the Annuity Services as the Customer may require for up to thirty (30) days following such termination or expiry as to allow the Customer to transition to a replacement supplier. The Customer acknowledges that certain upstream suppliers may not permit such transitional provision, and therefore agrees that will be subject to reasonable endeavours in respect of each Annuity Service which is dependent upon such upstream suppliers.

#### 8.4.9 SERVICE CREDIT

Softcat shall have no liability for any failure to meet any target Service Levels due to, or as a result of, any of the following reasons:

- a. Any Force Majeure Event.
- b. Suspension of service in accordance with the Contract.
- c. Customer default or delay, or any negligent, wilful, or reckless act, fault or omission by the Customer, or any users of the Service for whom the Customer is responsible pursuant to the Contract.
- d. Customer provided or Supported equipment; and/or
- e. Access issues and delays along the route of the Service(s) or at the Customer Site(s).
- f. Work that is carried out by anyone other than Softcat or Exponential-e.
- g. Service interruptions requested by the Customer.
- h. Defects or failures in the Customer equipment.
- i. Softcat-initiated maintenance completed during scheduled maintenance or emergency maintenance.
- j. the acts or omissions of the Customer or their employees, agents, contractors or vendors, or anyone gaining access to the Softcat equipment or Softcat technology at the request of the Customer.
- k. Violations of Softcat's Acceptable Use Policy or Softcat's policies and procedures in effect from time to time.
- l. Any suspension of services pursuant to the terms of this Service Description and/or Service Options.
- m. A DoS Attack or distributed denial-of-service attack DDoS Attack, wherein one or more compromised systems attack a single target, designed to make Resources unavailable to its intended users.
- n. Any service-affecting fault that is not classified by Softcat as a loss of service.
- o. Failure by the Customer to provide prompt assistance and information, as requested by Softcat.
- p. Any fault or issues that is raised by the Customer that is subject to inaccurate or incomplete information.
- q. Failure by the Customer to respond to an enquiry from Softcat or any third (3<sup>rd</sup>) party acting on its behalf which delays, hinders, or prevents Softcat from performing its obligations.
- r. Faults or issues that are caused by any matter beyond Softcat's reasonable control.
- s. Suspension of Service in accordance with the Contract.
- t. Customer default or delay, or any negligent, wilful, or reckless act, fault or omission by the Customer (or users of the Service for whom the Customer is responsible pursuant to the Contract), or any of their representatives, employees, agents or sub-contractors.
- u. Certain credits shall not apply if any such failure is:
  - i. caused solely by power usage exceeding the standard loads of any circuit; or
  - ii. otherwise attributable to an excluded event.

Where Softcat or FluidOne fails to achieve the Service Level(s) in any calendar month and the Customer is otherwise in compliance with the terms of this Service Description, and the Customer's account is in good standing, the Customer may request in writing a Service Credit for the relevant Service Level for that month.

Details required to request a Service Credit must include the following:

- a. The Softcat Case reference
- b. The date and time of the first contact with Softcat
- c. A request for the applicable Service Credit
- d. Sufficient evidence and information to describe and demonstrate to Softcat's satisfaction (acting reasonably) that an incident has occurred and that was not caused by the Customer.

Failure to achieve the Service Levels in any month, the Customer is entitled to service credits, any service credits owing to the Customer are reported by FluidOne in the following month and are credited to the Customer's account against the Customer's outstanding account balance.

If the Customer disputes the service credit amount or where no service credits have been credited, the Customer shall raise a Support Case by email to [connectivity@softcat.com](mailto:connectivity@softcat.com) and [servicedelivery@softcat.com](mailto:servicedelivery@softcat.com), (quoting the Support Case number and Customer's account number) within seven (7) Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute service credits shall cease. Customer shall not be entitled to service credits where Customer has failed to make payment of any charges when due and those charges remain overdue at the time the right to receive a service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the Terms of the contract). For the avoidance of doubt, service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a (one-hundred percent) 100% fault free Service and Softcat and FluidOne does not warrant or undertake to do so. The Parties agree:

- a. Where service credits are offered in relation to a Service, Customer agrees that the service credits are, paid in full and final settlement and satisfaction of FluidOne's liability in respect of any faults or Service failures or any failure to meet the Service Level.
- b. Softcat's liability to pay service credits constitute Customer's sole and entire remedy for such faults or service failures or any failure to meet the Service Levels.

