

MULTI-VENDOR SUPPORT SERVICE

SERVICE DESCRIPTION SD016



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

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

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

The service comprises:

- 24x7x365 access to log Support Cases ("**Softcat Support**")
- Triage and resolution or workaround of hardware faults ("**Hardware Break-Fix Support**")
- Software advisory Support, updates, and recommendations ("**Software Support**")
- Direct contact with the Service Delivery Executive team for escalation and ad-hoc reviews ("**Service Delivery Executive**")

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

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

Together, the above comprise the "**Multi-Vendor Support 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

Multi-Vendor Support	
Softcat Support	
Log Support Cases 24x7x365 ¹	✓
Online Support portal to track and log calls	✓
A minimum of two (2) Customer Contacts	✓
P1 response Service Level	15 minutes
Hardware Break-Fix Support	
Hardware Break-Fix	✓ ²
Hardware Break-Fix for EOL hardware ³	✓ ²
Engineer to site option available	✓ ²
Software Support ⁴	
Access to vendor portal	✓
Access to vendor hotfixes and service patches ⁵	✓
Access to vendor Software downloads & firmware	✓
Managed escalation to vendor Support Centre	✓
Configuration advisory Support	✓
Service Delivery Executive	
Contact and escalation	✓
Ad-hoc reviews ⁶	✓
Service Delivery Manager (Optional Add-On) ⁷ Error! Bookmark not defined.	
Named Service Delivery Manager	✓
Service reports and reviews ⁸	✓

¹ 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 Only where the relevant vendor/partner Support Contract is in place and included.

³ EOL Hardware Break-Fix Support is provided where Components and Supported Products are available and unless vendor restrictions apply.

⁴ Software Support is available where the Customer has purchased a Support Contract from Softcat through a vendor partner Programme and unless vendor restrictions apply.

⁵ This is only available where the build allows and if included will be reflected on the Work Order.

⁶ Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

⁷ "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.

⁸ 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

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

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 HARDWARE BREAK-FIX SUPPORT

Where Hardware break-fix Support is included in the Service, a Service Level will be aligned to the Supported Products and confirmed in the Work Order.

Where a Hardware issue is identified following triage, a replacement Component⁹ or Supported Product (whichever is applicable) will be dispatched to support the resolution of the Case. Where the Customer has purchased a Service Level which includes an onsite engineer, the engineer will replace the faulty part(s) and bring the Supported Product back to a working state.

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

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

Where a Customer believes that a replacement Component or Supported Product is needed¹⁰, a replacement may be requested at any time. In the event that Softcat agrees to replace the Component or Supported Product at the Customer's request (and the triage process has not been completed) that Customer agrees to pay a 'false call out' charge if the root cause of the fault was not related directly to the Supported Product; for example if the fault was caused by a Software issue in a different part of the Customer's Operating Environment

The Hardware Break-Fix service will be subject to the conditions of any partner and/or vendor agreement, which has been agreed and included as part of this Service.²

¹ 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.

³ EOL Hardware Break-Fix Support is provided where Components and Supported Products are available and unless vendor restrictions apply.

⁹ Replacement parts can either be new or refurbished at the vendor's discretion.

¹⁰ Where the option is not available through Softcat this can be facilitated directly with the chosen vendor, where applicable.

2.3 SOFTWARE SUPPORT

Fixes or workarounds for Software issues will be provided to Customer Contacts in line with this Service Description.⁶

Customers must keep their relevant vendor partner programme Software Support Contracts continuous with their underpinning vendor Agreements, prior to taking the Service with Softcat. If any Support Agreement has not been continuous, the Customer must disclose this to Softcat, including any relevant monies that are unpaid. Any additional charges (relating to outstanding vendor Partner Programme costs) will be confirmed on the Work Order. In circumstances where the Customer does not or cannot confirm any outstanding monies, Softcat may apply such additional charges retrospectively after the Contract Start Date.

The Service provides access to upgrades, patches or bug fixes from the Software author/vendor unless otherwise specified in the Work Order.⁵

The Service does not provide any escalation of a Case to the Software author/vendor unless specified on the Work Order.

Where vendor Software Support and Software updates are included in the Service as part of a vendor partner programme, this will be stated on the Work Order.

Where applicable and required, Softcat will escalate Software issues to the vendor Support Centre and manage the Case with the vendor.

2.4 SERVICE DELIVERY EXECUTIVE

Customers will have access to the Service Delivery Executive team. This team will help with onboarding and will perform ad-hoc reviews as needed¹¹. The Service Delivery Executive will serve as the Customer's point of contact and escalation for the Service during standard UK Working Hours.

Additionally, the Service Delivery Executive will share the relevant service documentation, hold any welcome calls, and coordinate the Service set up.

Where a service report is requested, an additional charge shall apply. Customers can request a quote by contacting their Softcat Account Manager.

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.

⁶ Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

⁷ This is only available where the build allows and if included will be reflected on the Work Order.

¹¹ Where the option is not available through Softcat this can be facilitated directly with the chosen vendor, where applicable.

3. SERVICE LEVELS

3.1 SOFTCAT SUPPORT

Softcat offers a response metric, which is Softcat's commitment to raise a Case within a given time from when the report is made to Softcat Support.¹

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

The response metric for Case is shown in the table below:

Priority	Description	Response metric	Case transfer	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.	<15 Minutes	<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.	<30 Minutes	<15 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.	<4 Hours	<15 Minutes	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.	<4 Hours	<15 Minutes	95%

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

Category type	Description	Service coverage hours	Response metric	Fulfilment target	Service Level target
Request ¹²	Request - Working Hours only	M-F 09:00 - 18:00 (ex. Bank Holidays)	<4 Hours	5 Working Days	95%

3.2 HARDWARE BREAK-FIX SUPPORT

A variety of Service Levels for an engineer being on site to address an issue ("Engineer Response") and the remediation of any issues ("Engineer Fix") are available for the Supported Products.²

Hardware issues will be resolved within the agreed Service Level after the completion of the triage process. Service Level options will be discussed with each Customer and the agreed Service Levels will be confirmed on the Work Order.

³ Only included where the relevant vendor/partner Support contract is in place.

¹² 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 Contacts 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, subscription;
 - iii. If required, customer will authorize Softcat to place calls on their behalf with written consent provided, Softcat's ability to provide this service may be dependant on obtaining this information.
- 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. Details of Software versions and configuration;
 - iv. A description of the symptoms and other devices or services impacted;
 - v. Confirmation of when the issue first occurred and if it has occurred before (where possible, provide previous Case references);
 - vi. Details of any recent changes or projects implemented prior to the issue being raised;
 - vii. Details of all attempted Fixes, configuration amendments and updates already performed to attempt to resolve the issue prior to raising the Case;
 - viii. To what extent the issue is affecting operation of the Customer's business;
 - ix. The number of End-Users impacted and their location; and
 - x. Customer Contact details.
- d. Implementation of best practice recommendations advised by Softcat.
- e. Direct Support for End-Users. Customers should ensure the Customer's staff 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 a Case.
- 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 HARDWARE BREAK-FIX SUPPORT

- a. Unless stated otherwise in this Service Description, provide, at the Customer's own expense, all necessary electrical and other facilities required for the integration and operation of the Supported Products in the Customer's Operating Environment.
- b. Unless otherwise stated as Supported under this Service Description or as Supported Products in the Work Order: the management or maintenance of, or Software associated to:
 - i. devices used by End-Users;
 - ii. datacentre infrastructure including compute, storage, networking, and other hardware in the Customer's Operating Environment;
 - iii. user authentication Services; and
 - iv. connectivity, including the method, hardware, or protocol of connecting the Supported Product to the Customer's Operating Environment.
- c. Avoid the use of Components or Software which are/is:
 - i. unauthorised by Softcat (or where consent has not been received);
 - ii. not purchased via a route approved by the manufacturer or vendor of the Component or Software;
 - iii. 'grey' products, being devices or Components purchased through unauthorised channels e.g. from overseas); and
 - iv. devices or Components excluded from Support by the vendor or manufacturer (e.g. where a product is End of Life).
- d. Ensure that all Supported Products are insured for full replacement value against loss or damage and against all prudent and normal insurance risks.
- e. Keep each Supported Product at the original installation site, and not move it without notifying and receiving approval from Softcat.
- f. Maintain structured and network cabling in the Customer's Operating Environment and/or its connections to the Supported Product(s).
- g. Provide assistance where possible in troubleshooting any failed hardware prior to initiating the Hardware Break-Fix procedure.
- h. Provide the name of a point of contact prior to delivery of replacement Components or Supported Product(s).
- i. Take all reasonable precautions to ensure the health and safety of Softcat employees and Softcat agents who are attending the Customer Site.
- j. Provide any necessary security authorisation and physical access to the Supported Products so that the Service can be provided.
- k. Following any Break-Fix process that results in the replacement of devices, the Customer is responsible for providing complete and accurate inventory information for the new devices to Softcat when requested. This information must be provided within five (5) Working Days of the replacement. The inventory details should include, but are not limited to, device type, model, serial number, and any other relevant identifiers. This will enable Softcat to update its records, ensuring that the data held for the Customer remains accurate and up to date. Failure to provide this information in a timely manner may impact Softcat's ability to deliver effective Support and maintain accurate asset records.
- l. The customer shall notify of any defective replacement parts within the service provider agreed timeframe.
- m. If requested by Softcat, provide reasonable access to the Supported Product(s) through an internet connection to establish a data communication link between the Supported Products and the Softcat Support engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.

- n. The Customer may remove individual Services or Covered Equipment from an existing Work Order by giving ninety (90) days' prior written notice to Softcat.

4.3 SOFTWARE SUPPORT

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

4.4 SERVICE DELIVERY EXECUTIVE

- a. Provide email distribution list for any service reports or communication.

- b. Keep Customer Contact up to date to allow Service Delivery Executives 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.

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

- a. At an additional cost the Customer can request project and design work, including Professional Services by contacting their Account Manager for a quote.
- b. Anything not explicitly stated in this Service Description is not included in the Service and therefore excluded.
- c. Engineers will endeavour to meet response metric, however elements outside of Softcat's control may have an impact on this.
- d. Softcat's obligation to provide Support shall not extend to:
 - i. rectification of lost or corrupted data;
 - ii. faults caused by Customer failure to use the Supported items in accordance with the requirements of the documentation or manuals supplied with such Supported Software and/or caused by operator error or omission; and
 - iii. faults attributable to other hardware or Software or its use or interaction with the Supported Software.

5.2 HARDWARE BREAK-FIX SUPPORT

- a. Equipment or technology, listed as Supported Products:
 - i. which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as 'grey market'), stolen or second-hand;
 - ii. which Softcat reasonably believes is not in good working order at the Contract Start Date; and
 - iii. where third-party Components have been installed (such as memory) which were not manufactured by or certified by the vendor of the Supported Product.
- b. Consumable items, where these have been identified as Consumable items by the vendor.
- c. Repair or replacement of Supported Products which, in Softcat's opinion (acting reasonably) are beyond economical repair.
- d. Maintenance services on equipment not detailed within this document or within the Work Order.
- e. Installation, de-installation, reinstallation or moving covered equipment and/or connectivity where applicable.

5.3 SOFTWARE SUPPORT

- a. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is counterfeit or procured from a region not authorised by the vendor (also known as 'grey market'), stolen or second-hand.
- b. Equipment or technology, listed as Supported Products, which Softcat reasonably believes is not in good working order at the Contract Start Date.
- c. Softcat Service Levels will not apply to the resolution or workaround of any Software issues, and Support is provided on a reasonable endeavours basis. Only response metrics apply to Software issues.
- d. Support where recommendations based on vendor guidelines have not been implemented by the Customer, unless agreed otherwise by the relevant vendor in writing.
- e. Software, Operating System, and firmware Support for Supported Products that are EOS.
- f. Software Support for Supported Products that are excluded from Support by the vendor.

- g. Remediation of the effects of a vendor-recommended patch on the Supported Product.
- h. The provision of software and the provision of a Vendor Support Package.
- i. Field engineer attendance to resolve issues (unless stated as included elsewhere in this Service Description).
- j. Where, following vendor-recommended best practice, Softcat advises that use of the latest release of Software will correct a reported Software problem, but the Customer chooses not to do this, Support for that Software could become limited.

5.4 SERVICE DELIVERY EXECUTIVE

- a. Any bespoke reporting or service reviews.¹³
- b. Service Delivery Executives 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.¹³
- 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.

¹³ 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 receipt of a Customer purchase order, Softcat will confirm the Contract by sending a Work Order and the partner access authorisation form, which is usually undertaken online via DocuSign.

For any RMAs the cooling off period for this Service will be at least thirty (30) days after the Activation Date.

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.

At the end of the Onboarding Period, the Customer will be provided with an Acceptance into Service (AIS) document which is required to be signed by the Customer within five (5) days of receipt. 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, in the event of no response, five (5) days after the Onboarding Period has completed and the AIS document has been provided (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.

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

7. SERVICE BILLING AND CONTRACT TERM

The billing frequency 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-Renew¹⁴, or written notice is given by either Party to the other of its intention not to renew the Contract at least thirty (30) 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.

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

¹⁴ 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 Softcat's Terms and Conditions and the Work Order. Softcat's Terms and Conditions and the other agreements listed below.

- Softcat's Terms and Conditions: <https://www.softcat.com/terms-and-conditions-uk/>
- Capitalised terms in this document shall have the meaning set out here:
<https://www.softcat.com/documents/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, the Customer agrees to the Data Processing Agreement (DPA), available here: <https://www.softcat.com/documents/Softcat-Services-DPA2019.pdf>

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

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

8.3 ADDITIONAL TERMS

8.3.1 SOFTCAT SUPPORT

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

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

8.3.2 HARDWARE BREAK-FIX SUPPORT

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

8.3.3 SOFTWARE SUPPORT

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

8.3.4 WARRANTIES AND EXCLUSIONS

- a. The Customer warrants that the Supported Products are in good working order at the Contract Start Date, the Key Information Date and the Activation Date (except to the extent a fault has been reported at that time, and Softcat (or their predecessor as provider of services equivalent to the Service) has elected in its discretion to address that fault as though the Service was in full effect at that time). If Softcat reasonably believes that any Supported Products were not in good working order prior to that date:
- i. the Service may be withheld in respect of those (and potentially other) Supported Products, and/or;
 - ii. Softcat may elect to extend the Onboarding Period for that/those Supported Products.
- b. The following are not included in the Support provided by the Service, and Softcat shall have no liability under any Work Order for the Service described in this Service Description for:
- i. Software licensing;
 - ii. upgrading any Supported Devices;
 - iii. the installation of vendor-recommended patches and hotfixes;
 - iv. the effects of a manufacturer-recommended patch on the Supported Device;
 - v. infrastructure and network cabling; and
- any devices which are not Supported Products or are otherwise outside the scope of the Support Service

8.4 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.

