

# **CISCO SUPPORT SERVICE**

**SERVICE DESCRIPTION SD029**



## DOCUMENT CONTROL

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## PREPARED BY

| Name     | Job title                             |
|----------|---------------------------------------|
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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

Our Cisco Support Service is a Cisco ("Vendor") partner maintenance support service. The Service provides Customers who manage their Cisco estate with in-house support staff with access to Cisco-certified engineers, who have the skills to resolve Cisco related issues through hardware repair and replacement, technical assistance for support queries, and software support recommendations and updates.

Where a nominated Customer Contact requires assistance, or information, on how to resolve an issue, they are provided access to highly qualified and experienced Cisco-certified technical experts who will work with them to establish a recommended resolution or workaround. This will include best practice and recommended implementation approaches for the application of that resolution or workaround and Configuration Advisory Support. Where a hardware issue is identified on a Supported Product, a component or part will be despatched to support the resolution of the hardware issue; where a Fix or Response SLA has been purchased, the, the engineer will replace the faulty part and bring the equipment back to a use-ready state (where this is possible).

Where the Customer requires assistance outside of the contracted service to apply changes, fixes, or configurations they have access to Professional Services and should contact their Softcat Account Manager to get an estimate for this or to discuss any additional in-service requirements.

The service comprises:

- 24x7x365 access to log Support Cases ("**Softcat Support**")
- Providing remote, telephone based technical Support ("**Technical 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:

- Triage and support for Cisco SmartNet ("**SmartNet Support**") (Optional Add-On)
- Providing a named Service Manager, service reviews and service reporting ("**Service Delivery Manager**") (Optional Add-On)

Together, the above comprise the "**Cisco 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

| Cisco Support                                              |            |
|------------------------------------------------------------|------------|
| 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 |
| Technical Support                                          |            |
| Remote Technical Support                                   | ✓          |
| Hardware Break-Fix Support                                 |            |
| Hardware Break-Fix                                         | ✓          |
| Hardware Break-Fix for EOL hardware <sup>2</sup>           | ✓          |
| Engineer to site option available                          | ✓          |
| Software Support <sup>3</sup>                              |            |
| Access to vendor portal                                    | ✓          |
| Access to vendor hotfixes and service patches <sup>4</sup> | ✓          |
| Access to vendor Software downloads & firmware             | ✓          |
| Managed escalation to vendor Support Centre                | ✓          |
| Configuration advisory Support                             | ✓          |
| Service Delivery Executive                                 |            |
| Contact and escalation                                     | ✓          |
| Ad-hoc reviews <sup>5</sup>                                | ✓          |
| SmartNet Support (Optional Add-On) <sup>6 and 7</sup>      |            |
| Cisco SmartNet support                                     | ✓          |
| Service Delivery Manager (Optional Add-On) <sup>6</sup>    |            |
| Named Service Delivery Manager                             | ✓          |
| Service reports and reviews <sup>8</sup>                   | ✓          |

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

<sup>3</sup> Software Support is available where the Customer has purchased a Support Contract from Softcat through a vendor partner Programme and unless vendor restrictions apply.

<sup>4</sup> This is only available where the build allows and if included will be reflected on the Work Order.

<sup>5</sup> Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

<sup>6</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>7</sup> This option is limited to certain international locations: European Economic Area (EEA), Switzerland, North America, Australia, Papua New Guinea, Solomon, Singapore, Brunei, and Hong Kong Macau.

<sup>8</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

Authorised 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 TECHNICAL SUPPORT

Technical Support delivers remote, telephone-based expert technical Support. Softcat will Support the Customer to the extent that it can be determined whether any issue being experienced lies with vendors' products, or not.

The Technical Support includes troubleshooting, and the management and resolution of Customer logged Cases. These Cases are logged via the Softcat Support portal, email, or telephone by a Customer Contact.

Diagnosis of Cases will be carried out by assessing the details raised by the Customer, and where required, remote access to view the Case occurring in the Customer's Operating Environment. Should any configuration changes be required to resolve the Case, these will be supplied to the Customer Contacts so that they can apply these to the environment.

### 2.3 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 Component<sup>9</sup> 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.

Softcat typically provides three types of optional hardware fault Service Levels:

- a. Engineer response
- b. Engineer fix
- c. Parts only

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

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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.

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



Where stated as such in the Work Order, hardware for End-of-Life Legacy Device(s) is provided under this Service (subject to Component or Supported Product availability).

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 needed <sup>10</sup>, 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.

Hardware Break Fix Support, excludes Software, updates, licensing and vendor support.

For firewalls that are designated as End of Service Life (EOSL), Softcat offers a hardware-only support service.

Please note that we cannot guarantee the availability of replacement parts that match the specific feature sets or licensing requirements you may need.

In cases where components are no longer reasonably or commercially available, including from the original manufacturer, availability may vary significantly.

## 2.4 SOFTWARE SUPPORT

Fixes or workarounds for Software issues will be provided to Customer Contacts in line with this Service Description. <sup>3</sup>

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. <sup>4</sup>

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

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<sup>3</sup> Software Support is available where the Customer has purchased a Support Contract from Softcat through a vendor partner Programme and unless vendor restrictions apply.

<sup>4</sup> This is only available where the build allows and if included will be reflected on the Work Order.

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

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.

## 2.5 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 needed <sup>11</sup>. 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.

## 2.6 SMARTNET SUPPORT (OPTIONAL ADD-ON)

Customers will have access to Softcat Support to raise Cases on their SmartNet contracts, these Cases are logged via the Softcat Support portal, email, or telephone by a Customer Contact.

Cases will be troubleshooted to help diagnose and resolve the fault remotely. Should any configuration changes be required to resolve the Case, these will be supplied to the Customer Contacts so that they can apply these to the environment.

Cisco SmartNet Service Levels available for purchase are as follows:

- **8x5xNBD** – Next business day delivery of advance replacement parts provided the request is received prior to 3pm depot time.
- **8x5x4** – Four (4) business-hour response time for advanced replacement parts from 9am to 5pm depot time, Monday through Friday, excluding Cisco observed holidays.
- **24x7x4** – Four (4)-hour response time for advance replacement parts 24-hours a day, 7 days a week, including Cisco observed holidays.
- **27x7x2** – Two (2) -hour response time for advance replacement parts 24-hours a day, 7 days a week, including Cisco observed holidays. May not be available for all areas.

Root cause analysis ("RCA") actions are performed to help resolve any issues as part of SmartNet.

This option is limited to certain international locations: EEA (includes UK), Switzerland, North America, Australia, Papua New Guinea, Solomon, Singapore, Brunei, and Hong Kong Macau.

## 2.7 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.

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<sup>11</sup> Reviews are limited to once a month, these are usually initiated from an event and/or delivered as a response to a Customer request.

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.

## 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.<sup>1</sup>

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%                  |

<sup>1</sup>Requests 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 <sup>12</sup> | Request – Working Hours only | M-F 09:00 – 18:00<br>(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. Should an Engineer not be required, then (“Parts Only”) is an additional option available. <sup>13</sup>

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.

Configuration of equipment’s hardware will be taken from the serial number (if available) and listed within the Work Order. If any upgrades or changes to the original hardware configuration are not declared to Softcat, these will not be covered under the Service Levels and may carry an additional charge.

Unless stated otherwise, a thirty (30) day stocking period is required to plan and place relevant spares at the start of a contract period. Until these spares are in place, Service Levels will be on a ‘reasonable endeavour’ basis.

Where applicable, support for solid state based (flash) hard drives (“SSD”) and solid state based (flash) I/O (input/output) cards are provided for hardware malfunctions. Items requiring replacement that have reached maximum supported lifetime and/or the maximum usage limits as set forth in the manufacturer's operating manual will not be covered under the Agreement and can be supplied on a chargeable basis.

### 3.3 SMARTNET SUPPORT (OPTIONAL ADD-ON)

The Service Levels provided on this will be within the limits by the Contract purchased on Cisco SmartNet. Details of the expected Service Levels and products aligned will be reflected on the Work Order.

<sup>12</sup> Unless specified otherwise, any requests are subject to the above metrics.

<sup>13</sup> Only included where the relevant vendor/partner Support contract is in place.

## 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.
- 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.
- m. Contract access changes to Cisco portals must be raised by an existing Customer Contacts. All contract access requests for any updates and changes should be raised via a Support Case to Softcat Support.
- n. The Customer has a responsibility to ensure that their Customer Contacts are always maintained accurately, otherwise this could result in delays with access to portals and issues with Cisco Support contracts.
- o. It is recommended for security purposes that as part of the Customer's leavers process, that the Customer Contacts are checked and updated as necessary.

- p. The Customer will receive an alert from Cisco to update their Cisco connection online identification ("CCO ID") contact details. This is the responsibility of the Customer and if not managed correctly will result in loss of access to Cisco portals.

## 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. 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.
- m. The Customer is responsible for providing accurate and complete information regarding the equipment and its configuration. Typical information includes but not limited to:
  - i. make, model, and part numbers; or
  - ii. configure to order ("CTO") servers - will require full processor, memory and drive details for any CTO server, as this information is not available via the serial number.
- n. If a 'working from height' qualified engineer is required, this must be requested when a Case is logged with Softcat Support. Only one (1) engineer will be sent to site as standard, if two (2) engineers and ladders are required, this must be requested when the Case is logged, and this would incur an additional charge.
- o. Additional planning may be required for large chassis due to their size and weight. This includes taking into account relevant health and safety guidelines and recommendations. This could result in additional engineers required at site.
- p. If access points (APs) are of a height for which the HSE (health and safety executive) recommends ladders cannot be used, the Customer will need to provide appropriate working from height machinery such as cherry picker (with a driver who can operate the cherry picker). It is assumed that each site will be able to provide ladders if not raised when logging the Case with Softcat Support.
- q. Where insufficient data has been provided Service Levels may be affected until full information is made available. Any change to hardware configuration details supplied, or failure to notify Softcat that the assumptions made are incorrect, could result in missed Service Levels or additional cost to the Customer.
- r. Software, firmware, and licensing are the responsibility of the Customer unless otherwise stated. Faults arising from incorrect Software or firmware installation, or issues caused by manufacturer released patches, Software, or firmware will not be covered under the Agreement.
- s. Serial numbers for all units are required before Service commencement.
- t. Equipment that is faulty prior to Contract Start Date will not be accepted under this Service Contract until the fault is resolved.
- u. Any assumptions used in the quoting and onboarding process are accepted by the Customer. Full hardware configuration details are required for all systems to enable accurate pricing and spares planning.
- v. Where parts need to be returned, unless otherwise agreed or stated, defective or unused spares are required to be returned to the relevant break-fix partner within fifteen (15) working days and the return of these items is the responsibility of the Customer. Charges will be incurred if parts are not returned within this timeframe.
- w. Where required, the Customers agrees to provide relevant logs and diagnostics promptly to facilitate the sourcing of compatible spares.
- x. It is the responsibility of the Customer to highlight any SSDs for quote and inclusion in this Service, if accepted these will be specified in the Work Order.

## 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.
- j. Backup Software images and configurations on the agreed regular periodic (e.g. monthly) basis (or, where no regular period is agreed, on a monthly basis).
- k. Unless otherwise stated as Supported under this Service Description or as Supported Products in the Work Order, the management or maintenance of Software or firmware associated with:
- i. devices used by End-Users;
  - ii. data centre 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.
- l. Avoid components or Software which is/are unauthorised by Softcat (or where consent of Softcat to their use has not been received).

- 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 equipment and the Softcat Support engineer. This is so that problems may be diagnosed and, where possible, corrected remotely.

#### 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 SMARTNET SUPPORT (OPTIONAL ADD-ON)

Where the SmartNet Contract has been purchased outside of Softcat, the Customer must notify Softcat of any changes to what was originally agreed upon in the Work Order.

#### 4.6 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. This Service is a Softcat Support service and as such problem management including root cause analysis, Major Case and Change Management are not included.
- e. Softcat does not have the responsibility to maintain the accuracy of the Customer's Customer Contacts list.
- f. Softcat have no visibility or control over the communications from Cisco to the Customer, including the alerts received regarding the CCO ID contact details.
- g. RCA is not performed as part of the support provided on this part of the service.

### 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. SSDs are not included in the Service unless specified in the Work Order.
- e. All consumables are excluded from this Service. Of note, batteries are deemed consumables and are chargeable.
- f. If the hardware configuration has been upgraded or modified by the Customer in a way that falls outside Cisco's standard processes, these changes will not be included as part of this Service and may incur additional charges.

### 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. Field engineer attendance to resolve issues (unless stated as included elsewhere in this Service Description).
- i. 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.<sup>14</sup>
- 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 SMARTNET SUPPORT (OPTIONAL ADD-ON)

- a. Any location that falls outside of: EEA (includes UK), Switzerland, North America, Australia, Papua New Guinea, Solomon, Singapore, Brunei, and Hong Kong Macau.
- b. This Service does not allow the transfer of existing SmartNet due to restrictions imposed from Cisco.
- c. SmartNet does not cover EOL or EOSL devices, and other Cisco restrictions may also limit SmartNet Support eligibility.

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

- a. Any bespoke reporting or service reviews.<sup>14</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>14</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 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-Renew <sup>15</sup>, or written notice is given by either Party to the other of its intention not to renew the Contract at least 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 one (1) months on the same Terms and Conditions as detailed within the Contract.

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<sup>15</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 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 INTRODUCTION

- a. 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.
- b. Where the Support Service includes Software, the Customer acknowledges that the Service can only be provided if they have entered into a EULA directly with Cisco.
- c. When a Supported Problem is raised by the Customer, the Customer may request replacement of the Supported Product by way of raising an RMA before the fault diagnostics have been completed. Where

an RMA is requested in these circumstances, the Customer agrees to pay any 'false call out' charges, at the standard rate for which they are charged at the time of the RMA request (available on request), in the event that the fault has been caused other than by that Supported Product (e.g. if the problem was caused by a Software issue in a different part of the Customer's Operating Environment and therefore the fault does not qualify as a Supported Problem).

- d. Any applicable Service Level commences at the earlier of a) the diagnostics having been completed, and b) the RMA being requested by the Customer, providing that the Customer has communicated all information required by Softcat to remedy the Supported Problem.
- e. Where a Supported Product is replaced pursuant to the Support Service following an RMA, the device with which it is replaced shall automatically take the place of the faulty device as a Supported Product.
- f. Following an RMA, the Customer shall retain all packaging for the replacement Supported Product and shall use the same, or provide packaging of similar performance, for the return of faulty device. The Customer shall take all due care to pack the faulty device in such a way as to protect it from damage during transit. Following completion of an RMA, Softcat shall have the right to charge the Customer for the replacement Supported Product if the replaced Supported Product in question has not been returned as directed by Softcat within five (5) Working Days of delivery of the replacement Supported Product.
- g. If a Supported Product becomes EOL during the Term, the Support Service in respect of that Supported Product shall be limited to the Break-Fix service, and the other aspects of the Support Service (including updates to Software and the 'Cisco TAC' (technical assistance center) service for remote diagnosis) shall no longer be included with the Support Service.

### 8.3.2 ASSUMPTIONS

Except to the extent specifically set out in a quotation or Work Order for the Support Service, Softcat has made the following assumptions in respect of the subject matter of the Support Services. To the extent such assumptions turn out to be incorrect, Softcat shall be under no obligation to deliver the Support Service or achieve the Service Levels:

- a. Unless otherwise agreed in writing by Softcat, the Support Service is only provided for Cisco-manufactured devices in the United Kingdom 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").
- b. Unless otherwise agreed in writing and specified in the relevant Work Order or its supporting documentation, Softcat assumes that the Supported Products are situated at floor level. To the extent Softcat has been notified in writing this is not the case, Softcat and its partners will service Supported Products up to three (3) metres above floor level.
- c. The Customer will provide to Softcat:
  - i. access to the Supported Products through an internet connection to establish a data communication link between the Supported Products and Softcat and/or Softcat's partners;
  - ii. TFTP capabilities or internet access for the purpose of downloading Software images;
  - iii. thirty (30) days' notice to Softcat of any additional devices which they wish to become Supported Products;
  - iv. notification to Softcat where Supported Products have been relocated to another location, within thirty (30) days of such relocation;
  - v. back-up Software images and configurations on the agreed regular periodic basis (e.g. monthly), where no regular period is agreed this will default to a monthly basis; and



- vi. Provide, except where these do not exist, network diagrams and topologies of the technology infrastructure in which the Supported Products are embedded.

### 8.3.3 Warranties

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 Support Service) has elected in its discretion to address that fault as though the Support 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 Support 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.

### 8.3.3 TERM, RENEWAL AND CANCELLATION CHARGES

- a. The Contract will continue for the Initial Term and will thereafter automatically renew for successive Renewal Terms unless:
  - i. either party notifies the other party of termination, in writing, at least thirty (30) days before the end of the Initial Term or the then-current Renewal Term, in which case the Contract will terminate upon the expiry of the Initial Term or then-current Renewal Term, as the case may be; or
  - ii. The Contract is otherwise terminated in accordance with its Terms.
- b. The Customer acknowledges that the Fees are subject to variations caused by, among other things, increases in upstream supplier charges and general inflation, and that Softcat may therefore vary the Fees payable by the Customer in respect of Renewal Terms. Forty-five (45) days before the expiry of the Initial Term and each Renewal Term, Softcat will notify the Customer of any adjustment in the Fees payable for the subsequent Renewal Term and, unless the Customer terminates the Contract in accordance with clause 8.4.3a i, such adjusted Fees will apply from the start of such Renewal Term.
- c. The Customer may additionally terminate the Contract at any time during the Term if it pays to Softcat the Cancellation Charge.

### 8.3.4 SUSPENSION

- a. Softcat may suspend all or any part of this Cisco Service without liability to the Customer if:
  - i. Softcat reasonably believes that the services have, are or will be used in breach of the Contract;
  - ii. Softcat discover that the Customer is affiliated in any manner with a person who has used similar services abusively in the past;
  - iii. the Customer does not co-operate with Softcat's investigation of any suspected breach of the Contract;
  - iv. Softcat reasonably believes that the Customer has permitted the Cisco Services to be accessed or manipulated by a third party without its consent;
  - v. Softcat reasonably believes that Customer applications, databases or operating systems hosted on the Cisco Services 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;
  - vi. Softcat reasonably believes that suspension of the Cisco Service is necessary to protect Softcat's system or Softcat's other customers;

- vii. any Fee or other amount due under the Contract is overdue or is at risk of non-payment in the opinion of Softcat; or
  - viii. Softcat is required to do so by law or a regulatory or government body.
- b. Softcat will give the Customer advance notice of a suspension under this clause of at least twelve (12) Working Hours unless Softcat determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Softcat or its other customers from imminent and significant operational, legal, security risk, or non-payment of its Fees. If Softcat suspends any Cisco services pursuant to any of clauses 8.4.4a i, iii, or vii, then Softcat may continue to charge the Customer the Fees for the services during the period of suspension and may charge the Customer a reasonable reinstatement fee upon reinstatement of the services. If Softcat suspends any Cisco services pursuant to clause 8.4.4a v, then the Customer must address the underlying vulnerability prior to Softcat placing the Cisco services back in service. If the Customer requests, Softcat may be able to perform this work for the Customer as a supplementary service on a time and materials basis at Softcat's standard hourly rates.

## 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.

