

DATED

2019

SERVICE CONTRACT

[■ *CLIENT*]

CENTERPRISE INTERNATIONAL LIMITED



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BETWEEN:

- (1) [■] (company number [■]) whose registered office is at [■] (the Client); and
- (2) **CENTERPRISE INTERNATIONAL LIMITED** (company number 01738519) whose registered office is at Hampshire International Business Park, Lime Tree Way, Chineham, Basingstoke, Hampshire RG24 8GQ (CIL).

BACKGROUND

- (A) Centerprise International Limited (CIL) is a supplier of systems and information technology services relating to the protection, backup, recovery and ongoing management of the Client's computing infrastructure and systems.
- (B) The Parties have entered into the Master Services Agreement (as defined below) and the Client now wishes to obtain the Services (as defined below) from CIL pursuant to the terms and conditions of the Master Services Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Service Contract the following words and expressions (unless the context otherwise requires) have the following meanings:

Charges	The cumulative Annual Service Charges and other fees as shown in Schedule 1.
Commencement Date	The date on which the Services and billing commence as set out in Schedule 1.
Deliverables	Equipment to be made available and Services to be supplied by CIL as specified in Schedule 1.
Delivery/Service Location	Location designated by the Client where CIL is required to deliver the Services as set out in Schedule 1.
Delivery Time	The time contracted for delivery of Deliverables to a Delivery/Service Location as set out in Schedule 1.
Master Services Agreement	The Master Services Agreement between the Parties as detailed in Schedule 1.
Minimum Term	The minimum term set out in Schedule 1.
Service Contract Addendum	An addendum to a Service Contract which may be entered into by the Parties as described in clause 7 of the Master Services Agreement.
Service Level Agreement	The service level agreement contained or referred to in Schedule 3.
Services	The services to be provided pursuant to this Service Contract as detailed in Schedule 2.

1.2 Any other capitalised words and expressions used in the body of this Service Contract shall have the meaning given to them in the Master Services Agreement.

- 1.3 The headings set out in this Service Contract are for ease of reference only and will not affect the interpretation of this Service Contract.
- 1.4 Unless the context otherwise requires all references to a particular clause or sub-clause will be a reference to that clause in this Service Contract.
- 1.5 Where the context so admits, words importing the masculine gender include the feminine and vice versa, words in the singular include the plural, and words denoting persons will include any individual, partnership, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.7 Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

2 SERVICE CONTRACT

- 2.1 This Service Contract sets out the details of specific Services which CIL has undertaken to supply, including applicable descriptions of such Services.
- 2.2 The applicable service levels are set out in the Service Level Agreement.
- 2.3 By signing this Service Contract, the Authorised Signatories are deemed to have read and familiarised themselves with the contents of this Service Contract and to have verified and agreed that it is accurate and complete.
- 2.4 In the event of any conflict, the order of priority and precedence is the terms and conditions of the Master Services Agreement, the Service Contract Addenda and then this Service Contract.
- 2.5 No addition to, nor any variation of, this Service Contract or a Service Contract Addendum shall be binding on the Parties unless in accordance with clause 3.3 of the Master Services Agreement.
- 2.6 The Services shall commence from the Commencement Date(s) and subject to the provisions for early termination in clause 19 of the Master Services Agreement, shall remain in force for the Minimum Term(s) and will continue thereafter for successive periods of 1 year for such Services (or parts of Services) unless and until terminated by either party giving to the other not less than 3 months' written notice of termination, expiring no earlier than the last day of the relevant Minimum Term.
- 2.7 The Services are subject to the service constraints, and the Client discharging its responsibilities, as set out in Schedule 4.

3 TERMINATION CHARGES

Termination charges relating to the termination of any Service without notice are set out in Schedule 1.

4 LAW AND JURISDICTION

- 4.1 This Agreement will be governed and construed in accordance with the laws of England and Wales.
- 4.2 Each Party hereby irrevocably agrees that the courts of England and Wales will have non-exclusive jurisdiction to resolve any claim of whatever nature arising out of or relating to this Agreement or its breach, except that CIL will have the right to sue for breach of its IPR in any country where it appears that an infringement might be taking place.

SCHEDULE 1

Key Details of Service Contract

Commencement Date	<i>TBC</i>
Minimum Term	18 / 24 / 36 / 48 months from the Commencement Date
Deliverables	Device and services as set out in Schedule 2
Delivery/Service Location	<i>To Be Defined By Customer</i>
Contact Details	Email: service.desk@centerprise.co.uk Telephone: 01256 378060 Address: Centerprise International Ltd Lime Tree Way Chineham Business Park Basingstoke RG24 8GQ
Charges	<i>TBD by selected device and services</i>
Payment Frequency	Invoiced Quarterly
Termination Charges	Should the Client elect to terminate the service without notice, there will be a termination charge calculated based on the residual value of the devices returned, as well as a charge to collect the devices.

SCHEDULE 2

Services

1 Scope of Services

This Service Contract relates to the services provided by CIL to the Client and comprises:

- Supply of a defined quantity of end-user devices to an agreed specification
- Service Desk Call Management
- Warranty Management including Next Business Day replacement of faulty device with a device of an equivalent specification
- Service Requests – Starters, Leavers, and Changes (“Movers”)
- Initial build of device and Operating System configuration to an agreed specification
 - Initial configuration of Autopilot portal with agreed Client policy, or
 - Microsoft Windows Image Creation
- Initial build of device and Operating System configuration to an agreed specification
- Initial application of Asset Tags to all devices to an agreed format, and maintenance of a list of devices issued by Asset Tag ID and Serial Number (the “Asset Register”)
- Regular Service Reporting and Reviews
- Implementation and support for Anti-virus solution on all in scope devices (if specified)
- Implementation and support for Disk Encryption solution on all in scope devices (if specified)
- Erasure of client data at the end of the term of contract

Service levels are detailed in the Service Level Agreement. Additional services may be added during the term of the Service Contract with the written agreement both parties.

2 Services Summary

The Services provided by CIL are outlined below.

Supply of a Quantity of End-User Devices

CIL will procure and supply the following devices to the Client on a rental basis, subject to payment by the Client of agreed Charges on a quarterly invoiced basis for the duration of the contract term.

Device Manufacturer	Device Model/Specification	Device MPN PartCode	Quantity

Service Desk Call Management

Service Desk Support forms part of the CIL Services team and is a single point of contact for:

- Logging and managing all IT service-related:
 - Incidents
 - Changes
 - Problems
 - Service Requests
 - Queries
- Support of the Client’s IT team for technical triage, diagnostics, and resolution
- Engagement and coordination of internal and agreed 3rd Party Resolver teams (where needed)
- Escalation management

CIL’s Service Desk processes are based on ITIL standards, adapted for CIL’s specific business and the Client’s requirements. The processes used by the Service Desk for this service are:

- **Incident Management:** Logging and managing Client-specific incidents, including providing technical support for the Client’s IT team. We will request as much information as possible regarding the incident, and may also request further information or request that the end user performs certain actions to help troubleshoot the cause

- **Service Desk Performance Management:** Tracking, managing, and reporting on performance against the Service Level Agreement.

All Tickets and activities are logged in CIL's IT Service Management System (ITSM). Each has a unique identifier and are prioritised via an ITIL-based Priority system. These priorities are standard. Following initial triage, incidents requiring escalation to one of the 3rd party service or solution providers contracted by the Client for support for that component, will be logged on behalf of the Client with that 3rd party, and the incident monitored through to resolution/closure.

Warranty Management

CIL will co-ordinate Warranty incidents/requests arrange for a replacement device where required.

For hardware and OS build issues which require the Client to invoke a Warranty procedure, CIL will provide call handling for these Warranty requests and management of the Warranty process on behalf of the Client. This covers:

- Call logging and ticket management
- Manage the Warranty process
 - a. Replacement device to be picked from stock, prepared with the current standard image or build configuration and customised for the Client (including update to Asset Register)
 - b. Ship replacement device to the end user or designated Client contact (e.g. IT Service Desk) in line with the agreed practice.
 - c. Collection of the failed device for return to CIL
 - d. Assessment of returned device. For software issues, CIL will reimage, test and return the device to stock; for hardware issues, CIL will engage the supplier warranty replacement process.
 - e. Update Asset Management register/inventory database to ensure all device status/location information reflects the changes.

Regular reviews will include reporting of actual volumes and any excessive volumes will be discussed to mutually agree on root cause, possible remediation of underlying issues and, if appropriate, any adjustment to contract terms and pricing. The reporting will include a breakdown of the allocation of each device to an end user, and the categorisation of each device to a location or state (e.g. RMA, In Loop Stock, etc.).

The Service Desk will engage the CIL RMA process where an approved/valid request for Device Swap is made by the Client.

Initiation of a Device Swap will be managed via a Service Request made to the CIL Service Desk and will be executed in line with the relevant SLA summarised in the Service level Agreement.

Service Requests – Starters, Leavers, and Changes (“Movers”)

Where the Client has an existing stock of devices held by CIL to service such requests, CIL will prepare and deliver a new device to the Client's new starters. This will include preparing the device in line with the current software build standard and issuing the device (and, if applicable, a defined set of peripherals) to the designated end user or Client contact.

When requested, CIL will arrange for the collection and processing of issued device and peripherals as part of the Client's "Leavers" process, i.e. retrieving equipment issued to an end user who has left or is leaving their role with the Client.

Microsoft AutoPolicy Configuration / Windows Image Creation (Optional)

For Microsoft AutoPolicy Configuration

Following the detailed definition of the required device configuration and policy settings within Windows, CIL will support development of a policy within the Client's Microsoft portal for Windows Autopilot, enforcing the deployment of defined configuration and settings to provide a common base Operating System setup.

For Windows Image Creation

Following the detailed design of the required device configuration and selection of the appropriate software components, CIL will work with the Client to develop a standard Windows image, tested on the device(s) provided under the Contract, and configured to provide a common base Operating

System and application set.

Service Reporting and Review

CIL will provide the following data in the form of a report provided by CIL's designated Service Delivery personnel. Information will include:

- Incident/Problem/Change Ticket Summary
- Process performance – covering volumes and Service Level metrics/achievement, specifically the number of Warranty requests and response/delivery times for deploying replacement devices.
- Latest asset register data

Asset Register Management

It will be CIL's responsibility to ensure an accurate record of the devices initially issued to the Client, consisting of device serial number, asset tag (where specified) and location (and, if applicable, individual) to which each device has been issued.

Following initial deployment, the Client will be responsible for ensuring that all devices are accounted for and traceable, and any updates to the Asset Register should be notified to CIL. Following initial deployment, CIL updates to the Asset Register will be limited to recording changes notified by the Client, and any CIL managed changes in device status and custodianship under the Warranty or Starters/Leavers processes, reflecting all additional devices issued, returns, and device replacement under warranty.

Management of 3rd Party Service Provider Subscriptions/Contracts

CIL will undertake the management of the supplier agreements, subscriptions and invoicing for hardware warranty, Microsoft Windows OS, and any supplied software for anti-virus and disk encryption, if specified.

Initial Build Of Device And Operating System Configuration

CIL will deploy each device to the agreed configuration and settings, via the agreed mechanism (e.g. Windows Autopilot, or image deployment toolset) in line with the standards defined.

As part of the initial on-boarding of this service, a standard build will be developed using Microsoft Windows Operating System and where specified, layered with an agreed standard set of applications.

It is assumed that this service will cover a single standard policy, designed to work on all supplied device make/models. The image is expected to include a defined set of applications/functions including:

- Microsoft Windows 10
- Full Disk Encryption tool (Sophos) – as an option
- Anti-virus agent (Sophos) – as an option

Full Disk Encryption (Optional)

CIL will implement a full disk encryption solution from Sophos, which integrates with the Sophos cloud-based management console Sophos Central.

Sophos provides centrally-managed, full disk encryption using Windows BitLocker, taking advantage of the technology built into the operating systems. The solution allows seamless management of keys and recovery functions from the SafeGuard Management Center, or via Sophos Central, the latter allowing a single management view of the encryption services alongside other Sophos products such as Endpoint (anti-virus and endpoint security).

Day-to-day operational management of the solution will be the responsibility of the Client, with CIL

providing the Client with 3rd Line Support and assistance if needed.

Endpoint Protection / Removable Media Control (Optional)

Sophos Endpoint blocks malware and infections by identifying and preventing the handful of techniques and behaviours used in almost every exploit. The solution does not rely on signatures to catch malware, which means it catches zero-day threats without adversely affecting the performance of the device.

By correlating threat indicators, Sophos Endpoint can block web and application exploits, dangerous URLs, potentially unwanted apps, and malicious code from ever touching the endpoints.

Peripheral control in Central Endpoint Advanced can be configured so that removable media is read-only (among other options), allowing data to be read but preventing unauthorised transfer of files and data onto unsecured removable devices such as USB memory keys/sticks or external drives.

Initial Rollout of Devices

Subject to agreement of a defined schedule and implementation procedure, CIL will support the Client in the delivery, handover, and individual user configuration of the new devices.

Scope and schedule for the rollout will be communicated and project-managed separately and is outside the scope of this document.

SCHEDULE 3

Service Level Agreement

Service Desk Operating Hours	Monday - Friday (<i>Excludes Public Holidays</i>) 08:00 - 18:00 GMT/BST
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Device Warranty / Service Request SLA

Warranty requests will be targeted with a replacement device to be delivered to the end user by 10am the next business day, assuming incident/request is raised with all necessary details prior to 3pm.

Request	Target	Details
Device Warranty Replacement	NBD Pre-10am or Pre-Noon	Replacement device to be received by the end user Pre-10am or Pre-Noon the next business day, assuming the request is received by CIL Service Desk before 3pm. Note: Requests received after 3pm will be serviced for delivery the day after. Service Level reporting will be based on Pre-10am or Pre-Noon unless an agreed exception
New Starter (Device Issue)	Within 5 Business Days	Delivery of requested equipment will normally be made on a "NBD" delivery within 5 business days of the request being received.
Leaver (Device Retrieval)	Within 5 Business Days	Within 5 Business Days Collection of requested equipment will normally be made on a "NBD" delivery within 5 business days of the request being received.
Mover (Peripheral Swap)	Within 5 Business Days	Swapout (delivery/collection) of requested equipment will normally be made on a "NBD" delivery within 5 business days of the request being received.

Standard Incident Prioritisation

The following sections outline CIL's standard Service Level and prioritisations, which apply to all other incidents and requests (e.g. software support, advice and guidance) not covered by the above.

Priority Level	Definition	Resource Commitment
Priority 1 (P1)	Service Down Supported Service "down" or there is a critical impact on business operations.	CIL and Client resources committed full time during the cover period to resolve the issue.
Priority 2 (P2)	Service Degraded Supported Service is degraded, or aspects of business operation are impacted.	CIL and Client resources committed during business hours to resolve the issue to satisfactory levels.
Priority 3 (P3)	Minor Incident Supported Service is impaired, but there is only minor impact on business operation.	CIL and Client resources committed during business hours to resolve the issue to satisfactory levels.
Priority 4 (P4)	Information Request or Minor User Inconvenience Information requests or queries.	CIL and Client resources scheduled during business hours to provide information or assistance as agreed.

Incident Response and Resolution

	Incident Management			
	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	15 Minutes	30 Minutes	30 Minutes	30 Minutes
Target Resolution	4 Hours	8 Hours	16 Hours	5 Days
Resolution SLA %	100%	95%	90%	80%

Escalation

CIL's Escalation Management process operates in two dimensions: hierarchical and functional.

Functional Escalation

Functional Escalation ensures the right type and level of technical capability are allocated, starting from call logging and triage (and first-time fix) at Tier-1, and progressing based on technical assessment through Tier-2 and Tier-3 support teams as needed.

Hierarchical Escalation

This ensures there is the correct level management visibility and focus. This is triggered internally based on priority and time. It can also be triggered directly by the Client.

Elapsed Time	Priority 1	Priority 2	Priority 3	Priority 4
1 hour	Customer Support Team Leader			
3 hours	Solutions Manager	Customer Support Team Leader		
8 hours	Director of Services	Solutions Manager	Customer Support Team Leader	
48 hours		Director of Services	Solutions Manager	
72 hours		Business Unit Director and CEO	Director of Services	Customer Support Team Leader
96 hours				Solutions Manager

SCHEDULE 4

Service Constraints and Client Responsibilities

A. Service Constraints

Service constraints are any known exclusions, anomalies or components which fall outside the scope of the service, and may impact on the ability of CIL to meet the service agreement or the underpinning operational level agreements. These service constraints may be owned outside of CIL, and if appropriate should be referenced in the risk log or service improvement plans for the service.

1. Throughout the duration of the agreement, the ownership and title of the device is retained by CIL
2. All support and services provided to the customer by CIL (and associated committed SLAs) are subject to provision by the customer of sufficient access – via remote network access or physical onsite access – being provided and supervised (where necessary) by the customer's staff.
3. Support and services are provided for all in scope systems on the basis that these are running vendor current Operating System release or the next nearest older version (major version) (known as "N-1"). Support for older platforms may be provided on a reasonable endeavours basis but would be excluded from standard SLA and resolution time targets, unless explicitly agreed in advance.
4. Faults or pre-existing service issues or limitations that pre-date the commencement of CIL's service agreement will be excluded from SLAs and resolution time targets, and time spent on investigating or resolving such issues may be subject to additional charges at CIL's sole discretion.
5. Specific exclusions will be documented for the Client prior to the service commencement date.
6. At the conclusion of the agreement, CIL will remotely wipe the devices prior collection, in a secure manner. CIL will produce evidence attesting to the device being securely cleared of Client data.
7. The agreement excludes any project management or project design or implementation work. If required, a Statement of Work can be drafted and – subject to agreement – a fixed price/scope project may be initiated

B. Client Responsibilities

The Client is committed to working in partnership with CIL to manage the IT services delivered, ensuring that they effectively support the business operations.

Client is responsible for:

1. Making prompt payments in line the invoicing agreement. Should payments fall behind the payment frequency, CIL has the right to disable and/or collect the equipment.
2. Returning the devices at the end of the contract, where CIL would coordinate collection of the devices
3. Returning the devices in a good state, and with provided accessories. If the state of the device is in a poor state, or missing accessories; then CIL reserves the right to invoice the client for either the repair, replacement accessories or the cost of the complete units.
4. Submission of Device Warranty, and Starter/Leaver/Mover requests using the agreed form and format to the CIL Service Desk, and including all required information needed to fulfil the request. Incomplete requests or those submitted via other methods may be subject to waiver of SLA targets.
5. Confirming in advance whether vetting/disclosure checks or Security Clearance of CIL staff is required to carry out some tasks.
6. Providing primary IT support (onsite or remote) to Client's users
7. Providing accurate and timely business impact information (both current and projected) in the event of any IT incidents
8. Providing clear prioritisation on IT related activities
9. Advising IT of changes to business operations or organisational structure
10. Providing details of any business-critical times of year and significant business events
11. Advising IT of changes in business demand which would could impact the service
12. Providing appropriate agreement and support for IT changes
13. Providing business testers for changes or agreement to the risk of not doing so
14. Discussing service risks and their impact on business operation
15. Participating in regular service reviews to share business views on IT performance
16. Sharing business forecasts and future requirements to enable CIL to plan for the future
17. Where possible, share the Client's strategic direction to enable CIL to provide agreed service levels, proactive recommendations, etc.
18. Facilitating out of hours site access or access to Client resources necessary for CIL to deliver the agreed service, when required, and provided that reasonable notice is given by CIL.

Authority to Proceed

To accept the proposal, and proceed with the Services, the section below must be completed and this page returned to CIL by an Authorised Representative of the Client.

SIGNED by [■ **CLIENT**] acting by an Authorised Representative

Name

Email/Phone

Date

SIGNED by **CENTERPRISE INTERNATIONAL LIMITED** acting by an Authorised Representative

Name

Email/Phone

Date