

Collaboration Services - Service Specific Terms (SST)

These Service Specific Terms (SST) set out the terms and conditions which apply to the Supplier's Collaboration Services identified in the SCC MSA Order Form or other applicable ordering document signed by the Supplier ("Collaboration Services").

1. PROVISION OF COLLABORATION SERVICES

- 1.1 The Customer will provide named contacts who will be authorised to submit support requests on behalf of your organisation ("Nominated Contacts"). They will be the designated people with whom all contact is made regarding all requests.
- 1.2 Supplier reserves the right to withdraw or modify any service description without notice, to the extent necessary to ensure compliance with any regulatory or legislative requirement, or in the interest of maximising the effectiveness of its services, provided that such withdrawal or modification does not have a material adverse effect on a Service.
- 1.3 Unless specified otherwise in the applicable SCC MSA Order Form or other applicable ordering document signed by the Supplier, the Collaboration Services shall continue for the agreed initial services term and thereafter until either party gives ninety (90) days written notice to the other party, such notice to expire no earlier than the last day of the initial services term.

2. INTERPRETATION

- 2.1 In the event of any conflict or inconsistency between these terms and conditions and the terms contained elsewhere in the Agreement these terms and conditions shall prevail.

3. GENERAL

- 3.1 Where Supplier is unable to access the Software and/or the Hardware for any reason (other than due to the fault of Supplier) and as a result is unable or is delayed from providing the Services, Supplier shall not be deemed to have breached any of the terms of this Agreement.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer shall:
 - (a) ensure that it and its users use the Collaboration Services in accordance with the terms of these SST;
 - (b) ensure that its network and systems comply with the relevant specifications provided by the Supplier and/or third party vendors from time to time; and
 - (c) be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links (unless these Services are provided by SCC) or caused by the internet.
- 4.2 The Customer agrees to be bound by and comply with the terms of the relevant end user licence or similar agreement for any software or online services used in respect of the Collaboration Services (the "EULA").
- 4.3 The Customer shall:
 - (a) ensure that it is sufficiently licensed to use the software ordered from Supplier or from a third party when using the Collaboration Services. If the Customer exceeds its licensed use, it must inform Supplier in writing using the formal change control procedure or via a new order to increase the number of licences or licence scope accordingly.

- (b) be responsible for and shall ensure that any programs or data stored on the Hardware are virus free and full back up copies of all such programs and data are made and retained by the Customer. Supplier shall not be liable for any loss of data howsoever caused;
- (c) ensure that proper environmental conditions are maintained for the Hardware and shall maintain in good condition the accommodation of the Hardware;
- (d) give Supplier ten (10) Business Days' prior written notice of any Modification to the Hardware prior to such Modification being carried out. Supplier shall notify the Customer if such Modification is accepted by Supplier (such acceptance not being unreasonably withheld or delayed) Supplier shall acknowledge the Modification in writing and shall notify the Customer of any proposed alteration to the Charges due to such Modification. Any Modification should be made in accordance with industry standards and the Customer shall only use products and parts approved by the Manufacturer or Supplier;
- (e) not request, permit or authorise anyone other than Supplier to carry out any adjustments repairs or maintenance to the Hardware (or any part) without the prior consent of Supplier;
- (f) keep and operate the Hardware in a proper and prudent manner in accordance with the operating instructions and warranty requirements of the Manufacturer and ensure only competent trained and authorised employees are permitted to use the Hardware;
- (g) ensure the external surfaces of the Hardware are kept clean and in good condition;
- (h) use only operating supplies as recommended by the Manufacturer;
- (i) not relocate the Hardware or any part of it to another location or another area within the Customer Site without the prior notification in writing to Supplier. Upon completion of the relocation, Supplier will attend the Customer Site (at cost to the Customer) to check the Hardware and confirm the continuation of the Services for that Hardware. For the avoidance of doubt, this clause does not apply to mobile Hardware;
- (j) provide Supplier with full and safe access to the Customer Site and to the Hardware for the purposes of carrying out its obligations under this Agreement and shall make available to Supplier such staff, facilities, assistance and services as reasonably required by Supplier to perform the Services including without limitation safe and clean facilities and working space, storage space suitable to carry out the Services, telephone facilities and access to electricity supply; and
- (k) ensure that when an On-site visit is made that it relates to the Hardware. For the avoidance of doubt, if an On-site visit is made relating to a fault other than in relation to the Hardware or for a service which falls outside of the Services, Supplier will be entitled to charge for any labour used at its then current time and materials rates.

4.4 The Customer warrants to Supplier that it:

- (a) will provide Supplier with such information as it may reasonably need concerning the Customer's operations and answers to queries, decisions and approvals which may be reasonably necessary for Supplier to undertake the Services. The Customer is responsible for ensuring that such information and answers are accurate and complete. Supplier will, to the extent reasonably practicable, give the Customer reasonable prior notice of any information or answers it requires in accordance with this Clause 4.4 and will notify the Customer promptly in writing if it considers the

Customer to have failed to provide information or answers in accordance with this Clause 4.4 or if it has reason to suspect that any information is inaccurate or incomplete. If any information is deemed to be inaccurate or incomplete, Supplier shall not be deemed to be in breach of any Service Levels or other obligations under this Agreement;

- (b) shall ensure that all personnel assigned by the Customer to provide assistance to Supplier shall have the requisite skill qualification and experience to perform the tasks assigned to them;
 - (c) shall keep and operate the Hardware in a proper and prudent manner in accordance with the operating instructions of Supplier and the Manufacturer and ensure only competent trained and authorised employees are permitted to use the Hardware; and
 - (d) is the owner of the Hardware and that it has the power and authority to enter into this Agreement and permit Supplier to perform the Services or, where the Customer does not own the Hardware, that it has all powers, right, authority and licences necessary to enter into this Agreement and to permit Supplier to perform the Services.
- 4.5 The Customer will defend, indemnify and hold Supplier harmless against all losses, liabilities, damages, claims, costs (including legal and other professional costs) and expenses which Supplier may suffer or incur arising out of or in connection with any breach of the warranty set out in Clause 4.4(d) above.

5. SCC OBLIGATIONS

- 5.1 We shall provide the Services to the Customer during the Working Hours within the Service Levels and in accordance with the terms of the service description(s). The Customer acknowledges that time is not of the essence in the provision of the Services.
- 5.2 For avoidance of doubt, it may take up to thirty (30) days from the date of acceptance of the Purchase Order, before Supplier starts providing the Services. Prior to this start date, on acceptance of the Purchase Order, Supplier will use reasonable endeavours to support the Services.
- 5.3 We warrant to the Customer that:
- (a) the Services will be carried out with reasonable skill and care by suitably skilled and experienced personnel; and
 - (b) it has all necessary rights and licences to enter into this Agreement and to carry out the Services.
- 5.4 The Services are intended to replace the Hardware but Supplier does not warrant that the Services shall cause the Hardware to thereafter operate without interruption or error.
- 5.5 Supplier shall not be obliged to either carry out any repairs or work which are excluded under Clause 9 (Exclusions) or the service descriptions or carry out the Services on Hardware which is not listed in the service descriptions or technical specifications. The Customer may request that Supplier carry out such excluded services:
- (a) on providing Supplier with full written particulars of its requirements; and
 - (b) with such further information as Supplier may reasonably request in order to enable Supplier to produce a written quotation.

Supplier shall supply such services in its sole discretion and if it agrees to supply the services it shall provide the Customer with a quotation. If such quotation is accepted by the Customer then (where applicable and unless otherwise agreed) the terms and conditions of this Agreement shall apply to the provision of such additional services.

- 5.6 Supplier agrees to use all reasonable endeavours to ensure that its employees and sub-contractors shall comply with the Customer's written security and safety procedures which are brought to the attention of Supplier.
- 5.7 Any new Services not specified in your Order Form can be added, following approval from both parties post effective date of the Agreement in accordance with Clause 6 (How to Request a Change) below.
- 5.8 At the written request of the Customer, from time to time, Supplier shall implement changes to the Services providing that such changes do not necessitate Supplier using additional resources over and above the resources used at that time to provide the Services and does not impact upon Supplier's ability to meet the Service Levels or the Charges, or the timescales detailed in this Agreement ("Minor Changes"). Any change requested by the Customer, which is over and above the Minor Changes shall be dealt by agreement between the parties in accordance with Clause 6 (How to Request a Change) below.
- 5.9 Where the Customer's responsibilities are listed in the service descriptions, these should be read in conjunction with and are without prejudice to the Customer's other obligations set out in this Agreement.
- 5.10 Supplier and the Customer will carry out a general review of the Service Levels and reports provided on a regular basis, time intervals to be agreed, but not to be less than once per year or more than once per month.
- 5.11 All amendments to Service Levels shall be agreed by the Parties in accordance with Clause 6 (How to Request a Change) below.
- 5.12 During the term of this Agreement, changes (for example projects, upgrades and additions to the Hardware) may occur that may have an impact on the Service Levels. However, Supplier will use reasonable endeavours to ensure that the current operational Service Levels are not affected by the change. Where Supplier reasonably considers it impossible to do so, then Supplier may apply in writing, for the suspension of the Service Levels for a limited period only, explaining the reasons for the change and detailing the effects of the change.
- 5.13 As soon as reasonably practicable, after the Customer has received the application, Supplier and the Customer shall meet to agree the effects (if any) of the change to the Service Levels.

6. HOW TO REQUEST A CHANGE

- 6.1 No variation to the Services is valid unless signed by both Parties. If the Customer requests any changes, it must be in writing with at least thirty (30) days' notice. SCC shall respond to such request, within a reasonable period, detailing acceptance (which shall not be unreasonably withheld) of the request or details of any change to the Charges necessary due to such change. SCC shall not be deemed to be acting unreasonably if it refuses any such change request during the final three (3) months of either the Initial Services Term or any extended period or at any time after written notice to terminate the Agreement has been served by either Party upon the other. SCC may terminate the Agreement, on written notice, if the Parties fail to reach agreement on the change request or the Charges.

7. CUSTOMER CONSENTS AND AUTHORISATIONS

- 7.1 As necessary for the performance of the Collaboration Services and to the extent not prevented by applicable law, the Customer authorises Supplier to:
 - (a) access any IT Infrastructure relevant to the Collaboration Services; and
 - (b) share information or take such actions with respect to any part of your IT Infrastructure as required by law enforcement authorities or regulatory authorities or

applicable law and in such cases Supplier will use reasonable endeavours to notify the Customer in advance, where permitted by such law enforcement and/or regulatory authorities or applicable law to do so.

- 7.2 The Customer represents, warrants, and agrees that it has and will maintain all permissions, consents, licences, rights, or authorisations necessary for Supplier to carry out the acts authorised in Clause 7.1 of these SST above in its performance of the Collaboration Services.

8. SUSPENSION RIGHTS AND RELIEF FOR CUSTOMER CAUSE

- 8.1 Supplier may suspend the Customer's use of, and access to, the Collaboration Services in whole or in part if the Customer does not comply with a material term of these SST.
- 8.2 Without prejudice to its other rights or remedies under these SST, Supplier shall have the right to rely on the Customer default to relieve Supplier from the performance of any of Supplier's obligations, to the extent the Customer default prevents or delays the performance of any of its obligations and Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Supplier's failure or delay to perform any of its obligations during a Customer default.

9. EXCLUSIONS

Services

- 9.1 Any language other than English (written or verbal).
- 9.2 We shall be relieved from our obligations and liabilities in providing the Service(s) to the extent required in the following circumstances when you have:
- (a) not implemented the update(s) and upgrade(s) supplied or offered to you; and/or;
 - (b) not followed our recommendations to resolve an Incident;
 - (c) continued to use equipment after notification by us of a fault or defect; and
 - (d) unsuccessfully provided, are unable, or have refused to provide us with access to the equipment.
- 9.3 For the avoidance of doubt, the Customer hereby agrees and acknowledges that the Service(s) do not include:
- (a) repairs or replacement as required as a result of any accident, installation, neglect, or misuse of the Hardware including operation in a manner contrary to the Manufacturer's operating instructions or in breach of the Manufacturer's warranty; or
 - (b) works requested by the Customer for rearrangement including additional wiring, relocating any part of the Hardware or repairing a previously prepared site to make it operational; or
 - (c) repairs or replacement as required as a result of any Modification to the Hardware other than in accordance with Clause 4.4(b); or
 - (d) repairs, support, or maintenance of the Hardware by any party other than Supplier without Supplier's prior consent; or
 - (e) repairs or replacement of Hardware which has suffered physical loss or damage whatsoever caused by any factor outside the control of Supplier including but not limited to fire, theft, vandalism or accidental/deliberate damage or destruction; or
 - (f) repairs required as a result of any failure or fluctuation of electricity supply, climate control or other environmental conditions; or

- (g) repair of any external or cosmetic damage to the Hardware or any other goods affected by a defect in the Hardware, electrical work external to the Hardware, refurbishment or repair of any casing; or
- (h) replacement of consumable items with a limited life expectancy including but not limited to the consumable items specifically designated by the Manufacturers as consumables; or
- (i) repairs to items of Hardware which have come to the end of their natural service life, or which are, in the reasonable opinion of Supplier, Beyond Economic Repair, or for which spare parts are no longer readily available; or
- (j) any supply of parts or work which is required because of the failure of the Customer promptly to inform Supplier of any faults in the operation of the relevant items of Hardware or the adding or removal of any accessories, attachments or other devices; or
- (k) repairs to items of Hardware which are not in Good Working Order at the commencement of this Agreement; or
- (l) repairs to items of Hardware which are required as a result of a Manufacturers' product recall whether in relation to a complete piece of Hardware or a component part thereof. Product recalls shall constitute an additional service which shall be charged at SCC's then current time and materials rates; or
- (m) proactive firmware updates and OEM patches unless specifically stated; or
- (n) programming or commissioning as the result of a change to the environment forced by the Customer, a Customer supplier or the Manufacturer of supported products;
- (o) software unless specifically stated;
- (p) support of parts or other supplies that are deemed to be consumable by the original manufacturer which shall include but are not limited to: projector lamps/bulbs, connection plates, floor plates, cables (such as HDMI), damage to any cabling, any non-standard components not declared on supported inventory (lamp filters, etc.), batteries (after warranty period), and remote controls (after warranty period); and
- (q) any service not listed in the Order Form or without a service description to form part of the Services.

Service Levels

- 9.4 Without prejudice to any exceptions to the Service Levels set out elsewhere in this Agreement, Supplier shall not be in breach of this Agreement including without limitation the Service Levels in the following situations where:
- (a) the Customer fails to comply with its obligations as set out in this Agreement and in the service descriptions to the extent that such failure directly or indirectly causes Supplier to fail the Service Levels;
 - (b) the Service requested falls within one of the exceptions set out in Clause 9 (Exclusions);
 - (c) the Customer invokes a change to an incident therefore resolution needs to be rescheduled at the request of the Customer;
 - (d) the Customer's end-user is not available when their input is required to resolve the incident. A minimum of three (3) attempts should be made by the Supplier to contact the Customer end-user before closing the incident.

Third Party Related

- 9.5 Where incident resolution requires involvement by a third party vendor or manufacturer we cannot be held responsible for any delays on behalf of that third party.

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of the Collaboration Services:

- (a) all licences granted under these SST shall immediately terminate and the Customer shall immediately cease all use of the Collaboration Services;
- (b) the Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and Supplier may submit an invoice, which shall be payable on receipt;
- (c) if you choose to terminate a Service with us and you notify us as per the terms of your Agreement, we will contact you to discuss what would be included and what would be potentially chargeable.
 - i. There is no Charge to terminate the Services however if you require assistance with migration work, documentation or knowledge transfer then these will be chargeable activities. Where Charges are required, they will be mutually agreed in writing between the Parties.

11. DEFINITIONS

In these Collaboration Services Service Specific Terms and the associated Collaboration Services service descriptions, the following terms shall have the following meanings:

11.1 Definitions

Term	Meaning
Asset or Hardware	means the equipment listed in the Technical Specification (in the asset list) for the Services being provided.
Audio Visual (AV)	means items related to the equipment and services required to provide the ability to see (visual) and hear (audio) material and content.
End User	any individual or entity that directly (or indirectly through another user) accesses or uses a system or Collaboration Service.
End of Service Life (EOSL)	means the final stage in the lifecycle of hardware, software, or systems, indicating that the manufacturer or vendor no longer supports, maintains, or sells the product.
Good Working Order	means a materially similar degree of functionality in existence prior to the fault being logged provided always that such degree of functionality is considered alongside the age of the Hardware;
Incident	means an event relating to and affecting the Collaboration Services in respect of which, either the Supplier proactively offers assistance or is requested by the Customer to provide assistance.
IT Infrastructure	means any existing information technology (IT) infrastructure, environments, hardware, software, processes, policies and any other Customer-provided elements which are integral to the successful provision of the Collaboration Services.

Term	Meaning
ITSM or ITSM System	the Information Technology Service Management (ITSM) software system we utilise for recording and managing the lifecycle of Incidents and Service Requests.
Manufacturer	means the original manufacturer of the Hardware or spares or software as appropriate.
Modifications	means any change, adjustment or addition to the Hardware by the Customer.
On-site	the Customer's place(s) of work.
Operations Manual	means an operational level document created by Supplier during the applicable onboarding engagement and further maintained throughout the term of the Collaboration Services, which details the technical specification of the supported Service(s) and any jointly agreed operational process, procedures and other such details as reasonably required relating to the operations of the Collaboration Services.
Priority	a designation of an Incident to indicate its level of criticality.
Priority 1 or P1	the highest and most critical Priority and identified as 'Critical'. as described in the applicable service description.
Priority 2 or P2	the second level Priority and identified as 'High', as described in the applicable service description.
Priority 3 or P3	the third level Priority and identified as 'Medium'. as described in the applicable service description.
Priority 4 or P4	the lowest level Priority and identified as 'Low' as described in the applicable service description.
SCC Service Fee	the service fee (typically monthly) stated in the Order (which may be updated from time to time by the Parties in accordance with the Change Control Procedure) and charged by Supplier to the Customer for the supply of Collaboration Services.
Service Level	means the level of service as defined in the Service Description or Service Annex, that measures the performance of a system, service or supply typically via a quantifiable measure.
Service Request	means a request from the Customer to provide a non-incident based activity, such as, but not limited to information, advice or professional services, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service.
Software	means the computer software supplied as part of the Hardware factory-build by the manufacturer, whether embodied in ROM, RAM, firmware or on disk, tape or other media.
Tools	means any tools, scripts, software, and utilities.

Term	Meaning
Welcome Pack	means a document given to Customers during onboarding to outline how to contact us, escalation paths, the incident process and operational change request process.
Working Hours	shall mean the hours between 9 AM and 5.30 PM GMT (or other local time zone as agreed between Parties) on a Business Day unless otherwise set out in individual service descriptions.

11.2 Acronyms

Acronym	Meaning
AV	Audio Visual
BER	Beyond Economic Repair
EOSL	End of Service Life
HDMI	High Definition Multimedia Interface
PMV	Preventative Maintenance Visit
RMA	Return Merchandise Authorisation
VC	Video Conferencing