

Supported Equipment Terms and Conditions

1. SCOPE

- 1.1 These Supported Equipment Terms and Conditions apply to the products identified in the SCC MSA Order Form (or other legally binding ordering document signed by the parties and incorporating these terms) (the "Supported Equipment").

2. CUSTOMER OBLIGATIONS

- 2.1 Unless otherwise specified in the applicable order, the Customer shall:
- (a) ensure that any programs or data stored on the Supported Equipment are virus free and full backup copies of all such programs and data are made and retained by the Customer;
 - (b) maintain inventory details relating to Supported Equipment, including the location, serial numbers and any Third Party Vendor–designated system identifiers and labels for such Supported Equipment;
 - (c) maintain all Supported Equipment at the latest specified configuration and revision levels;
 - (d) ensure that where the Customer's employees and contractors use the Supported Equipment, such employees are competently trained to do so;
 - (e) promptly notify SCC of any faults in the operation of the Supported Equipment;
 - (f) only use consumables recommended by SCC or the relevant Third Party Vendor;
 - (g) not request, permit or authorise any third party other than SCC or the relevant Third Party Vendor to carry out any modifications, adjustments, repairs or maintenance to the Supported Equipment (or any part of it) without the prior consent of SCC or the relevant Third Party Vendor; and
 - (h) save for mobile hardware, not move the Supported Equipment or any part of it to another site without providing SCC with a minimum of thirty (30) calendar days' prior written notification of any such move of Supported Equipment to another Customer Site. In such event, the Customer accepts movement of Supported Equipment to a new Customer Site may result in changes to the service levels and/or Charges for that Supported Equipment and, in terms of a new location outside of the United Kingdom, shall also be subject to availability in the destination country.
- 2.2 Unless expressly agreed in the relevant order, the Services do not include the following:
- (a) any works required as a result of:
 - i. improper use or accidental or deliberate damage to the Supported Equipment by any person other than SCC or SCC's sub-contractors, including failure to observe any applicable maximum usage limit for Supported Equipment;
 - ii. improper preparation, provision or maintenance of environmental conditions at the Customer Site or any environmental conditions that do not conform to the Third Party Vendor's specifications or specifications agreed in the applicable order;
 - iii. any virus, infection, worm or similar malicious code affecting the Supported Equipment that has not been introduced or caused by SCC or its sub-contractors;

- (b) repair of any external or cosmetic damage to the Supported Equipment that does not affect the performance or functionality of the Supported Equipment;
- (c) electrical work external to the Supported Equipment;
- (d) relocation of any Supported Equipment;
- (e) provision of any items defined by the relevant Third Party Vendor as being consumable items, including accessories, disposable parts, power cords, rack mounting kits and cables;
- (f) repair to Supported Equipment which are:
 - i. improper use or accidental or deliberate damage to the Supported Equipment by
 - ii. not in Good Working Order at the commencement of the relevant order;
 - iii. in the reasonable opinion of SCC (or relevant Third Party Vendor), Beyond Economic Repair; or
 - iv. required as a result of a Third Party Vendor's product recall whether in relation to a complete item of Supported Equipment or a component part.

2.3 During the term of an order, Customer driven changes, for example, new projects, upgrades and (if applicable to an order) additions to the Supported Equipment may occur that may have an impact on agreed Service Levels. SCC will use its reasonable endeavours to ensure that the current operational Service Levels are not affected by any such changes. However, where SCC shall be entitled from relief from any remedies that apply to a failure to meet the agreed Service Levels where and to the extent that such failure is caused by such Customer driven changes.

2.4 The Service Levels shall not apply in the monitoring period following the Service Commencement Date if any such monitoring period is specified in the relevant order (the "Monitoring Period"). During any such Monitoring Period, SCC shall use its reasonable endeavours to perform the Services in accordance with the Service Levels, but no service credits or other remedies shall apply in respect of any failure to perform the Services.

2.5 No remedies for failure to meet the Service Levels shall apply where:

- (a) the breach of the Service Level has arisen as a result of a fault which, acting reasonably, SCC must refer to a Third Party Vendor for resolution;
- (b) system restoration timeframes (restoring applications and data), once a Fix has been applied, are so extensive that it is not reasonably possible for SCC to meet the Service Levels in all the circumstances having used reasonable endeavours to do so;
- (c) the Incident resolution needs to be rescheduled at the request of the Customer; or
- (d) the applicable user or Customer contact is unavailable when their input is required to resolve the Incident, provided that a minimum of three (3) attempts will be made by SCC to contact the applicable person (after which SCC shall be entitled to suspend the Service Level clock).

2.6 The Customer warrants that it:

- (a) owns and/or has and shall maintain the necessary rights and consents to use any Supported Equipment for the purpose of SCC providing the Services; and
- (b) has and shall maintain the necessary rights and consents to permit SCC to perform the relevant Services and use the Customer Intellectual Property.

3. DEFINITIONS

In these Supported Equipment Terms and Conditions, the following definitions shall apply:

Term	Meaning
Beyond Economic Repair	means any Supported Equipment, which has come to the end of its natural service life or which is beyond economic repair in the circumstances specified below: a) the cost of the required replacement to make the Supported Equipment properly functional (for the avoidance of doubt, excluding any labour costs) will exceed fifty percent (50%) of the current list or new replacement equipment price, as determined by SCC (acting reasonably); b) any required spare parts or components are no longer available from the manufacturer; and/or c) any item of Supported Equipment experiences or suffers persistent faults or component failure, provided always that Beyond Economic Repair will be evidenced by SCC's engineer in a written report, which will state the reason(s) why the item has become Beyond Economic Repair;
Customer Site	means the address(es) for the delivery of the Services to the Customer as set out in the applicable order;
Fix or Fixed	means the point at which SCC has returned Supported Equipment to Good Working Order;
Good Working Order	means a materially similar degree of functionality as existed prior to the fault logged with SCC, provided always that such degree of functionality considers the age of the Supported Equipment;
Incident	means an event relating to Supported Equipment as specified in the applicable order;
Incident Resolution	means the point in time at which SCC (acting reasonably at all times) considers an Incident to have been successfully resolved by either: a) SCC having Fixed the relevant Supported Equipment; or b) SCC referring the Incident to the relevant Third Party Vendor or Resolver Group; or c) as otherwise specified in the relevant order.
Incident Resolution Timescale	means the period of time specified in an order during which SCC will use reasonable endeavours to perform Incident Resolution;
Resolver Group	means in respect of any Incident, either the Customer's service desk or third party specified by the Customer in the order or as otherwise agreed by the Parties in writing, which has responsibility for resolution of that Incident;
Third Party Vendor	means the relevant third party manufacturer of the applicable Supported Equipment.