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Schedule document

## Managed desktop service

#### Public

Node4 limited

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# Schedule document

## Managed desktop service

This schedule contains additional terms and conditions, service description & Service Levels applicable to the Managed Desktop Service and should be viewed with associated Order Form, Node4’s General Terms and Conditions and the Acceptable Use Policy.

## Overview

Managed Desktop Service provides a managed support wrap for Desktop Devices and the users that operate them.

The solution offers Customer a fully scalable user based computing model and different options in terms of supplied applications, security and support.

## Definitions

“Additional Terms”means this Schedule 2 forming part of the Master Agreement, which describes the Products and/ or Services to be provided and the relevant service levels;

**“Application Software Subscriptions”** means a current subscription service between the Customer and the application vendor for on-going access to software updates, patches and vendor support. Subscriptions may be indirectly billed by Node4 or directly billed by the application vendor.

**“Desktop Device”** means a Customer Owned Personal Computer such as a Laptop or Desktop running the Microsoft Windows 10 Enterprise Operating System or later Node4 approved version.

**“Desktop Device Image”** means a prepared operating system image for the purpose of imaging new or replacement Desktop Devices to a known and agreed standard. An image will contain the agreed applications and support tools required by the User and Service Desk to deliver the services. Where multiple models of devices are in use more than one image may be required.

**“Desktop Device Stock”** means a limited stock of pre-imaged Customer owned Desktop Devices held by Node4 at their premises for the purpose of expedient replacement of failed or unresponsive Desktop Devices.

**“Hardware Warranty”** means a contractual agreement or service pack between Customer and Original Equipment Manufacturer (OEM) Vendor (i.e. Dell / Lenovo) for the repair or replacement of physical device hardware should it fail.

“Monthly Review Period”means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence following the Ready For Service Notification;

“Non-Service Affecting Fault”means a fault or condition which is not a Service Affecting Fault.

**“On-Boarding”** means services provided by the Node4 Service Readiness Team to bring Desktop Devices and Users into support. This involves the imaging of or deployment of agents to Desktop Devices and setup of Users on service desk tools and instruction on how to access support.

“Planned Outage”means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with the Customer in advance of the required work. Any planned downtime shall not be included in fault or service reliability measurements.

“Service Affecting Fault (SAF)”means any failure of Node4 Network, equipment or service, which, in our reasonable opinion causes a loss of a customer’s service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the fault is registered by Node4 and a fault ticket number allocated.

“Service Availability”means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given service measurement period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

“Service Desk”means Node4’s fault management centre, which operates the Node4 Service Desk Ticket system, Monitoring Tools and Fault resolution Services.

 **“User”** means an authorised employee, contractor or agent of the Customer who has access to the Service Desk for the support of their Customer owned Desktop Device or Devices.

 **“Vendor”** means a third party original equipment manufacturer that builds, supplies and provides warranty support on Desktop Device Hardware

## Specific terms

### Customer data

The Customer acknowledges that it is the owner of all data, text, sound, video, images and software (excluding that provided by Node4 and included on the Order Form) on the Desktop Devices, and any backup or storage of it.

### Application licencing

The Customer is responsible for ensuring Desktop Machines are appropriately licensed.

## Fees

Fees will commence when Ready For Service Notification is provided by Node4, this will follow either handover of a Service or notification from Node4 that the Service is available for Customer use, Fees may comprise any or all of the following aspects.

### On-boarding fees

Any applicable installation or set-up Fees as detailed on the Order Form.

Required On-Boarding Fees

* Preparation of Desktop Devices Image/s or survey of existing Desktop Device estate for agent deployment.
* Imaging of or agent installation on all supported Desktop Devices at Node4 Premises. – Customer to receive Desktop Devices by Courier and self-deploy at deskside.

Optional On-Boarding Fees

* Service Readiness - Onsite Imaging of Desktop Devices
* Service Readiness - Onsite deskside deployment of Desktop Devices
* Service Readiness - Floorwalking Support by Onsite engineers post Desktop Device roll-out

### Rental fees

Rental Fees are paid either monthly or annually in advance based on the options taken and any other related service and are identified on the Order Form.

### Licensing fees

Licensing Fees in addition to those defined on the Order Form, which are activated directly by the Customer or due to increased usage will be invoiced the month following identification.

Any increases to License fees from third parties will be passed directly to the Customer on the next invoice.

Customer can use their own Application licences where supported by a valid EULA licensing agreement from the relevant vendor and verified by Node4.

Application Software Subscriptions for any applications in use within the Desktop Image

### Professional service fees

Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the agreed hourly rates.

## General provision of services

### N4CLoud server environment dependencies

Key features required for the correct and best practice support of Desktop Devices are dependent on virtual servers that run on N4Cloud. These cloud servers and the services they host will be quoted at the time your Managed Desktop Support contract is taken out and cannot be ceased while the service is in place.

Example Key Dependent Services:

* Active Directory Services (Local)
* Azure Replicated Active Directory Services
* Single Sign On (SSO)
* User Self Service Password Reset
* Multi Factor Authentication
* Mobile Device Management

### Managed desktop service users and devices

Support services will be provided based on eligibility of the user and the device that is experiencing the issue.

User Schedule:

Users that have a live Active Directory account on the Customer domain shall be considered eligible for support unless otherwise agreed. The Active Directory User database will therefore form the User Schedule. Customer must update Supplier on starters and leavers through the Service Desk.

It is Customer’s responsibility to ensure any new Users are provided with details on how to access support.

Device Schedule:

Only Devices On-Boarded in the Managed Desktop Support service and listed by serial number on the Device Schedule within the Node4 Customer Management Database (CMDB) will be eligible for support. To remain eligible for support the Device Image cannot be altered or replaced without prior agreement.

Additional users & devices will require a new order to be signed and a request for change to be created by Customer on the Service Desk.

### Image requirements

The following minimum prerequisites are required in relation to the Managed Desktop as a Service

* End-user Desktop Device if not provided by Node4 running windows 10 Enterprise with up to date patching.
* Device Security Technology to include Anti-Virus, & Encryption
* Node4 Supplied Remote Access Support tools

### Node4 supplied monitoring & patching hardware equipment

The customer may supply Desktop Device hardware providing it meets the agreed standard or purchase it from Node4.

Unless otherwise agreed all Hardware under support must be:

* of a Tier One Vendor (i.e. HP, Dell, Lenovo etc…)
* within the Vendor warranty period
* supported to run Windows 10 Enterprise or later
* and no older than 5 (five) years.

### Hardware or hardware related failure

In the event that the hardware fails the service will provide as standard for the Node4 ServiceDesk to contact and fault log to remediation with the Vendor Hardware Warranty Support Service.

Vendor Support may in certain circumstances require that the User talks with them directly or on a conference call with the Node4 Service Desk Engineer present in support.

Where hardware warranty is not in place on the Desktop Device the Service Desk will pass the ticket to the Customer account manager to arrange a quotation for replacement hardware or Break Fix work outside of this service.

### Desktop device stock & swap service

If specified on the Order Form:

An optional service can be offered to store a limited quantity of Customer owned Desktop Devices at a Node4 storage facility. These devices will be pre-imaged and packaged as fast replacement for failed Desktop Devices at Customer Premises or User Home office for couriering to users.

Please note that this service attracts a charge for each swap out and is only available in the UK and subject to courier delivery capability in remote areas.

### Desktop environment

The following aspects are included in the Desktop as a Service

The Desktop Device Image will include as standard the following:

* Microsoft Windows Operating System (Windows 10 Enterprise or later)
* EndPoint Security Services including Encryption
* Internet Browser (Internet explorer)
* Office 365 - Microsoft Office Suite, Outlook, Excel, PowerPoint and Word.
* Node4 Support Tools for Applying critical and important security patches to the above Applications and Operating Systems
* Implementation of automated patching as per agreed schedule

If specified on the Order Form following options can be included:

* CITRIX Client
* Additional Microsoft applications where available on the Microsoft CSP licensing program.
* Cisco Jabber Collaboration software (VOIP System & Softphone)
* Bespoke applications installation
* Advanced Encryption Technology
* Mobile Device Management Technology
* Webex Meeting Centre (named user)

Any Customer specific requirements for the environment or support responsibilities for third party applications will be specified on the Order Form.

### Administration

The following aspects are included:

* New Starter
* Leaver
* Password Reset
* Change to access policies
* Remote Wipe of Desktop Device (if feature is available)
* Changes to Group Policies or User Rights

### Service desk support

Bronze level support, as identified in the Incident Management Schedule is provided as standard on the Managed Desktop Service. Options are available for Silver and Gold support levels.

The Node4 Service Desk will take support phone calls, tickets or emails directly from Customer End User and managed to resolution within the Service Desk Portal.

### Maintenance windows

Where Node4 plans to perform essential works and the changes are service affecting, Node4 will use reasonable endeavours to perform such works between the hours of 00:00 and 04:00 and will use reasonable endeavours to give the Customer at least five (5) days prior notice for network related work and at least ten (10) days prior notice for Infrastructure related work. In the event of an emergency or Service Affecting Fault such notice may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

### Updates and patching

Unless otherwise agreed Microsoft operating system and application patching will be carried out in line with the Default Node4 Patching Schedule.

Unless otherwise agreed Third Party Applications will be patched only on Customer or application vendor request via the Node4 service desk.

### Excluded from service

The following aspects are excluded from the service:

* Support for End user hardware unless listed on the Device Schedule.
* Support of Customer specific applications installed on the image
* Support for the Upgrade and Patching of Customer specific Applications
* Operating System / Application Version Upgrades. (i.e. upgrading from Win10 to Win11 is excluded).
* Data stored on and or recovery of data from Desktop Devices.

### Third parties

Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4’s Service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4’s interests to Customer (at Customer’s expense) in the resolution of such dispute.

## Fault management

### Fault handling

Faults are handled as outlined as outlined in Node4’s Incident Management Service Schedule.

### Time to repair

Node4 aims to resolve requests in relation to the Desktop Device causing a loss of service within the following response times:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description | Priority 1 | Priority 2 | Priority 3 | Priority 4 |
| Faults & Technical Queries Acknowledgement\* | 30 Mins | 30 Mins | 1 Hr | 2 Hrs |
| Remedial Engineer Actions Commence | 1 Hr | 2 Hrs | 4 Hrs | 12 Hrs |
| Time to Resolve Fault\*\* | 4 Hrs | 4Hrs | 24 Hrs | 72 Hrs |

Please note that a fault affecting a less than 5 users is categorised at Priority 3.

All priority 1 & 2 faults should be raised via the tickets system then followed by a phone call.

\* Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

 \*\* Node4 will use reasonable endeavours to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.

### Fault duration

All faults recorded by the Node4 Monitoring System will be reconciled against the corresponding fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

## Service Credits

### Incident resolution

Calculated as the total number of closed incidents during a month which were resolved within the Time to resolve divided by the closed incidents that month with the result expressed as a percentage. (A minimum of 10 incidents are required during the month for Service Credits to be applicable)

|  |  |
| --- | --- |
| Incident Resolution during Monthly Review Period | Service Credit as a Percentage of the monthly fees for Managed Desktop Service |
| 80% or above | N/A |
| <80% - 70% | 5% |
| Less than 70% | 10% |

### Service desk speed of answer

Calculated as the total number of calls to the Service Desk during a month for which the calls were answered within 30 seconds during the service hours divided by the total calls to the Service Desk that month with the result expressed as a percentage. (A minimum of 10 calls during the month for Service Credits to be applicable)

|  |  |
| --- | --- |
| Service Desk Speed of Answer during Monthly Review Period | Service Credit as a Percentage of the monthly fees for Managed Desktop Service |
| 90% or above | N/A |
| <90% - 70% | 5% |
| Less than 70% | 10% |

### Service desk self service response

Calculated as the total number of Self Service Tickets raised during a month by Customer to which an initial response is provided by a Service Desk agent within 1 hour during the service hours divided by the total number of Service tickets that month with the result expressed as a percentage. (A minimum of 10 self service tickets during the month for Service Credits to be applicable)

|  |  |
| --- | --- |
| Service Desk Self Service Response during Monthly Review Period | Service Credit as a Percentage of the monthly fees for Managed Desktop Service |
| 90% or above | N/A |
| <90% - 70% | 5% |
| Less than 70% | 10% |

### Calculation of Service Credits

Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Charge.

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that circuit for that Monthly Review Period.

The Customer must claim any service credit due to a failure to meet the Service Levels, in writing, within twenty one (21) Business Days of the date at which the Customer could reasonably be expected to become aware of such failure, otherwise no service credits shall be payable. The Customer shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any service credits until Node4 has received all the information it has reasonably requested.

### Exclusions to Payment of Service Credits

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Services caused by any of the following:

* The fault, action or negligence of the Customer, its employees, agents or contractors;
* The Customer failing to comply with the provisions of the Agreement;
* A fault in, or any other problem associated with, equipment connected on the Customer’s side of the Node4 Network termination point, except where such fault or problem is directly caused by the fault, action or negligence of Node4, its employees, agents or contractors;
* Any event described in Clause 10 (Force Majeure) of Node4’s Terms and Conditions;
* Any Planned Outage.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.