

DELIVERABLE SCHEDULE – IT HELPDESK; PORTAL

1. **DEFINITIONS AND INTERPRETATION**
 - 1.1 In this Deliverable Schedule the following definitions apply:

"Business Hour"	means an hour between 9am and 5pm on a Business Days;
"Commencement Date"	has the meaning given in paragraph 3.2.
"General Terms"	means Switchshop's general terms of sale and supply as published on the website (www.switchshop.co.uk/terms) from time to time and available on request;
"Initial Term"	means the initial term of the Contract for the Helpdesk as set out in the relevant Quotation starting on the Commencement Date.
"Portal"	means the portal service to be provided by Switchshop in accordance with the terms of this Deliverable Schedule;
"Renewal Period"	has the meaning given in paragraph 3.2;
"Helpdesk"	means the Helpdesk service to be provided by Switchshop in accordance with the terms of this Deliverable Schedule; and
"Supplementary Quotation"	means an updated quotation provided by Switchshop to the Customer in accordance with paragraph 4.3.4 or 9.11;
"Supported Hardware"	means the hardware agreed between the parties in accordance with paragraph 4.3 to be supported by the Helpdesk; and
"Term"	means the Initial Term and any Renewal Periods.
 - 1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.
 2. **APPLICATION OF THIS DELIVERABLE SCHEDULE**
 - 2.1 This Deliverable Schedule along with the Quotation and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Helpdesk and Portal. The Contract supersedes any previously issued terms and conditions of supply and purchase.
 - 2.2 The Helpdesk and Portal services are "Services" for the purposes of the General Terms.
 3. **TERM**
 - 3.1 Subject to the other provisions of the Contract, Switchshop shall provide and the Customer shall subscribe for the Helpdesk and Portal for the Initial Term.
- 3.2 The Helpdesk Service shall commence in accordance on the date determined as follows (the "**Commencement Date**"):
 - 3.2.1 where the Supported Hardware is already in operation but the customer does not have an existing Helpdesk Contract, the date on which the Customer accepts the Quotation or such other date agreed between the parties in writing as the commencement date for the Helpdesk service;
 - 3.2.2 where the Contract is for a renewal of an existing Helpdesk Contract, immediately on expiry of the existing Contract and, where the expiry date of the existing Helpdesk Contract has already occurred, the renewal shall be backdated to commence on that expiry date;
 - 3.2.3 where the Supported Hardware is to be supplied by Switchshop, the later of:
 - (a) the date of delivery of the Supported Hardware; or
 - (b) where Switchshop has agreed to install the hardware as part of the same hardware order, the date on which the relevant hardware is installed.

If installation or delivery occurs in phases, the Commencement Date will be the date on which the first equipment is delivered or installed (as applicable) provided that Switchshop may, in its sole discretion, agree to extend the term of the Contract rateably to take account of later installations.
 - 3.3 The Commencement Date of the Helpdesk Service shall not be delayed as a result of any delay in:
 - 3.3.1 the provision by the Customer of any information requested by Switchshop about the Customer's network or the Supported Hardware;
 - 3.3.2 verification of the Supported Hardware;
 - 3.3.3 the scheduling or occurrence of or any kick-off meetings or calls; and
 - 3.3.4 carrying out of any discovery exercise on the Customers network or configuration in relation to the relevant Switchshop hardware.
 - 3.4 Following expiry of the Initial Term, the Contract shall continue thereafter for successive 12month periods (each a "**Renewal Period**") unless terminated by either party on not less than 30 days' prior written notice to take effect on expiry of the Initial Term or a Renewal Period.
4. **SERVICES**
 - 4.1 **Helpdesk and Portal**
 - 4.1.1 Switchshop shall provide to the Customer services constituting the Helpdesk and provision of information related to the Helpdesk through the Portal which shall include:

For the Helpdesk

 - (a) initial troubleshooting, ticket logging and break/fix diagnosis and assistance on a remote basis;
 - (b) escalation of issues manufacturers' support services;
 - (c) depending on the tier of Helpdesk subscription, configuration changes; and

For the provision of information related to the Helpdesk through the Portal

- (d) providing access to and use of an online Portal to facilitate use of other Switchshop services which may include by (depending on which other Switchshop services the Customer uses):
 - (i) raising Helpdesk tickets, viewing status information on previously raised Helpdesk tickets, adding notes to Helpdesk tickets, and/or amending certain information fields associated with Helpdesk tickets;
 - (ii) viewing summary information of devices associated with the Customer's Switchshop account(s);
 - (iii) viewing network monitoring information (where the Customer has selected that as an additional option);
 - (iv) viewing information in respect of current and expired services contracts;
 - (v) altering multi-factor authentication settings for user accounts;
 - (vi) resetting user account passwords;
 - (vii) searching, filtering and/or downloading information available in the Portal.

4.1.2 The level of service to be provided shall depend on the service tier to which the Customer subscribes as set out in the Quotation and the Customer's Order. The available Helpdesk tiers and Portal options and the corresponding services are described in Annex 1.

4.1.3 Switchshop shall make the Helpdesk available to the Customer on Monday to Friday between the hours of 9:00 and 17:00 (excluding bank holidays in England).

4.1.4 Switchshop shall use reasonable endeavours to make the Portal available to the Customer at all times but does not guarantee availability at any time, and the Portal may be unavailable at any time for scheduled or emergency maintenance, or for reasons outside Switchshop's control.

4.2 Onboarding

- 4.2.1 Switchshop shall send an email or emails to the Customer:
 - (a) providing contact details for the Helpdesk, including the relevant email address and telephone number;
 - (b) providing information about the Helpdesk Contract (including the Customer's unique Switchshop Agreement ID and the initial expiry date) the usage of the Services Desk;
 - (c) setting out a preliminary schedule of supported hardware as used for producing the Quotation (the "**Preliminary Hardware Schedule**");
 - (d) providing instructions for initial user Portal log-in for the Customer's designated

'primary contact'(which shall be that Customer's 'Portal Admin');

- (e) providing instructions for the creation of additional user log-ins by the Portal Admin as either additional Portal Admins, or as additional users without administrator rights;
- (f) providing instructions for set-up and use of multi-factor authentication (if applicable); and
- (g) providing any other information it deems relevant for the Customer to have to support its Portal access and use arrangements (including URL information for accessing the Portal, and relevant security arrangements associated with Portal access).

4.3

Supported Hardware

4.3.1 On issuance of the Preliminary Hardware Schedule, the Customer must review the list of supported hardware and notify Switchshop no later than 10 Business Days after such issuance if changes are required.

4.3.2 Where serial numbers are not included on the Preliminary Hardware Schedule, the customer must provide such serial numbers to Switchshop.

4.3.3 Switchshop shall then produce a final schedule of supported hardware based on any errors identified by the Customer (the "**Final Hardware Schedule**") and send such schedule to the Customer by email (the items listed on that schedule being the "**Customer Network Hardware**").

4.3.4 If, after the Preliminary Hardware Schedule is issued, it is discovered that (in the opinion of Switchshop) there is more Customer Network Hardware than anticipated when providing the Quotation to the Customer, Switchshop may provide a further Quotation for the support of any additional Customer Network Hardware.

4.3.5 The Customer shall not be obliged to accept any Supplementary Quotation provided in accordance with paragraph 4.3.4, however, should the Customer reject any such Supplementary Quotation Switchshop may, in its discretion cancel the Contract for the provision of the Helpdesk and Portal and refund any fees paid by the Customer in full.

4.3.6 If:

- (a) in the opinion of Switchshop, the list of Customer Network Hardware is commensurate with hardware anticipated when providing the Quotation; or
- (b) the Customer accepts a Supplementary Quotation,

the list of Customer Network Hardware shall be agreed as the list of Supported Hardware.

4.3.7 If

- (a) in the opinion of Switchshop, the list of Customer Network Hardware is not commensurate with hardware anticipated when providing the Quotation and the Customer does not accept a Supplementary Quotation; or
- (b) the Customer does not notify Switchshop of any required change to the Preliminary

Hardware Schedule in accordance with paragraph 4.3.1,

the Preliminary Hardware Schedule shall be deemed to be the list of Supported Hardware.

4.3.8 Switchshop shall provide Helpdesk support and the Portal service in respect of the Supported Hardware only and shall not be obliged to support any Supported Hardware unless serial numbers have been previously been provided by the Customer (or otherwise obtained by Switchshop) for the relevant Supported Hardware

4.3.9 The Customer acknowledges that the fees for the Helpdesk are determined by reference to the Supported Hardware. Should there be any changes to the Supported Hardware Switchshop reserves the right:

- (a) to charge on a time and materials basis for any additional hardware; or
- (b) not to support the additional hardware.

4.4 Ad Hoc Support

4.4.1 The parties may agree the provision of ad hoc support from time to time which is not included in Customer's Helpdesk Contract.

4.4.2 The Customer must purchase engineering time (either remote engineering hours or engineer on-site days) before any such additional support can be provided.

4.5 Authorised Users

4.5.1 Unless otherwise agreed in writing, the Customer acknowledges and agrees that Switchshop:

- (a) shall treat any person who:
 - (i) purports to be an employee of the Customer or who has an email address using the Customer's domain, as a representative of the Customer authorised by the Customer to access the Helpdesk on the Customer's behalf; and/or
 - (ii) successfully logs in to the Portal using valid user log-in details and having passed any multi-factor authentication checks, as a representative of the Customer authorised by the Customer to access the Portal on the Customer's behalf,

in each case (an "Authorised User");

- (b) may (but shall not be obliged to) request that any person calling the Helpdesk verify their identity by sending an email to Switchshop before Helpdesk services are provided to that person in relation to the Customer; and
- (c) may (but shall not be obliged to) request that any person accessing the Portal verify their identity through such additional means as it considers appropriate in the circumstances before acting on a request through the Portal in relation to the Customer;.

4.5.2 Switchshop shall be entitled to:

- (a) act upon the instructions of any Authorised User; and/or

- (b) provide any information about the Customer, the Supported Hardware, the Customer's network or other information available through the Portal (or any other Confidential Information) to any Authorised User (or to any third party on the explicit written instruction of the Customer), unless that information is of a type where access is ordinarily restricted to a particular category of Authority User (such as a Portal Admin).

4.5.3 The Customer authorises Switchshop to raise and deal with support cases with manufacturer support on behalf of the Customer.

4.5.4 The Customer shall not allow:

- (a) simultaneous access to the Portal using the same login credentials;
- (b) the transfer or sharing of user log-in details;
- (c) another person to access the Portal via user log-in details of a person no longer engaged by the Customer.

4.5.5 The Customer shall:

- (a) notify Switchshop promptly if user log-in details and/or any devices or credentials used for multi-factor authentication:
 - (i) becomes known or accessible to an unauthorised person, or
 - (ii) is no longer to be used by the person to whom it was allocated.
- (b) on becoming aware of any unauthorised use of or access to the Portal take reasonable steps to ensure that such use or activity ceases and to prevent a recurrence of it.

5. PRICING AND PAYMENT

5.1 The Price for the Helpdesk and Portal services shall be as set out in the Quotation depending on the service tier agreed and shall, subject to paragraphs 4.3, 4.4, **Error! Reference source not found.** and 9.11, be fixed for the Initial Term.

5.2 Following expiry of the Initial Term, Switchshop may revise the Price for any Renewal Period.

5.3 Switchshop shall invoice the Customer in advance throughout the Term in accordance with the billing periods set out in the quotation or otherwise as agreed in writing between the Customer and Switchshop. Where no billing period is specified, the Price for the whole Term shall be invoiced at the start of the Term and shall be payable by the Customer.

6. SERVICE LEVELS

6.1 By way of guidance only, Switchshop aims to:

6.1.1 in respect of problems logged by email, provide an email acknowledgement within one Business Hour; and

6.1.2 answer calls to the Helpdesk within 30 seconds.

6.2 The Customer acknowledges and agrees that these service levels are provided for guidance only and without liability on Switchshop.

7. CUSTOMER RESPONSIBILITIES

7.1 The Customer acknowledges and agrees that Switchshop is dependent on the Customer for the provision of the Helpdesk. The Customer shall ensure that it:

- 7.1.1 complete any onboarding forms (including reviewing any Supported Hardware schedule) within the timescales requested by Switchshop;
- 7.1.2 cooperates with Switchshop, as reasonably requested by Switchshop from time to time (including in respect of the diagnosis of a malfunction with the Supported Hardware) in connection with the delivery of the Helpdesk;
- 7.1.3 where reasonably requested by Switchshop, without delay provides accurate information to assist Switchshop in diagnosing a problem;
- 7.1.4 provides to Switchshop appropriate levels of access and privileges to its systems using Switchshop's preferred remote access tools and staff (with appropriate levels of skill and knowledge) to allow Switchshop to deliver the Helpdesk and carry out its obligations under the Contract including performing diagnostic tests and applying fixes;
- 7.1.5 has and keeps in place at all times an appropriate maintenance agreements with the manufacturers of the Supported Hardware, and allows Switchshop access to such services for the purposes of referring issues (including by providing Switchshop with its login credentials and giving permission for Switchshop to speak to the relevant manufacturer on its behalf);
- 7.1.6 insofar as it is legally able, provides Switchshop with full and free access to all technical manuals and other documentation relating to the Supported Hardware, and any diagnostic software which the Customer has access to in relation to the Supported Hardware;
- 7.1.7 ensures that all Supported Hardware is installed and operated in accordance with the relevant manufacturer's instructions;
- 7.1.8 allows Switchshop to install or, where requested by Switchshop, installs (promptly and in accordance with Switchshop's instructions) any hardware or software that it requires to allow it to provide the Helpdesk, perform diagnostic tests and apply fixes (the **"Switchshop Hardware"** and **"Switchshop Software"** as the context allows);
- 7.1.9 has and keeps in place at all times an Internet connection sufficient to allow Switchshop to provide the Helpdesk;
- 7.1.10 puts in place internal support arrangements to ensure that problems reported to the Helpdesk are reproducible and within the scope covered by Contract; and
- 7.1.11 keeps the Supported Hardware up to date with all firmware and other updates provided by or on behalf of the manufacturer, other than in relation to Supported Hardware where carrying out firmware or other updates forms part of the agreed Helpdesk provision;
- 7.1.12 keeps the Supported Hardware in environmental conditions appropriate for the proper functioning of the Supported Hardware and, where applicable, in accordance with the manufacturer's guidance; and
- 7.1.13 has in place any required authorisation to share any relevant data with Switchshop; and
- 7.1.14 at all times treats, and shall ensure that its employees, representatives and sub-contractors treat, Switchshop employees and representatives
- 7.2 The Customer acknowledges and agrees that Switchshop's making available of the Portal, and the Customer's access to and use of the Portal service relies on the Customer's technical and organisational arrangements. The Customer shall ensure that it:
- 7.2.1 cooperates with Switchshop, as reasonably requested by Switchshop from time to time in connection with the making available of the Portal;
- 7.2.2 provides to Switchshop appropriate access to its staff to allow Switchshop to deliver the Portal and carry out its obligations under the Contract;
- 7.2.3 has and keeps in place at all times an internet connection sufficient to allow its user to access the Portal;
- 7.2.4 has in place any required authorisations to share any relevant data with Switchshop
- 7.2.5 complies with any technical requirements notified to the Customer in the information provided by Switchshop under paragraph 4.2.2 or otherwise;
- 7.2.6 complies with and procures that its users comply with: (i) any portal user guide or instructions made available to it by Switchshop from time to time; and (ii) all security requirements applicable to their access to and use of the Portal, including with regard to multi-factor authentication;
- 7.2.7 does not use the Portal to access any information or undertake any action which it is not permitted to access or undertake;
- 7.2.8 does not use the Portal or permit it to be used in any way that causes the Portal or access to it to be interrupted, damaged or impaired in any way
- 7.2.9 does not use or attempt to use or permit the use of any automated software agents (including without limitation, any screen scraper, spider or other web crawler) to access the Portal or to search, copy, monitor, display or obtain links to any part of the Portal, other than an automated programme authorised by Switchshop;
- 7.2.10 does not use the Portal or permit it to be used to copy any information available through it for display on any other website unless otherwise permitted
- 7.2.11 does not otherwise tamper with or attempt to make any deletions, additions, adjustments or alterations to Portal or to information available through it, other than where such actions are part of the Customer's Authorised Users' access and use permissions;
- 7.2.12 does not allow access to the Portal other than by an Authorised User;
- 7.2.13 does not use the Portal or permit it to be used for any fraudulent or other unlawful purpose or activity and
- 7.2.14 does not mark an issue as 'resolved' in the Portal unless it is satisfied that no further action by Switchshop is necessary in respect of that issue.
- 7.3 Switchshop shall not be responsible for service delivery issues or for Switchshop's failure to carry out any of its obligations under the Contract that arise from the

Customer's failure to comply with the provisions of the Contract (including this paragraph 7).

8. SWITCHSHOP HARDWARE AND SOFTWARE

8.1 The Customer shall take proper care of any Switchshop Hardware, and operate it in a proper manner in accordance with the Contract. The Customer shall return Switchshop Hardware to Switchshop on expiry of the Term in the condition in which it was provided to the Customer (fair wear and tear excepted). The Customer shall reimburse to Switchshop promptly any amounts incurred by Switchshop in replacing or restoring to such condition any Switchshop Hardware (or part thereof) which is not returned to Switchshop in accordance with the requirements of the Contract.

8.2 The Customer shall only use any Switchshop Software in accordance with the terms of the Contract and any licence terms notified to it from time to time.

8.3 The Customer shall indemnify Switchshop from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim arising out of the Customer's breach of paragraphs 8.1 or 8.2.

8.4 The Customer shall indemnify Switchshop from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of the Customer's access to and/or use of the Portal in such a way as to adversely affect or corrupt the Portal or any hardware or software which may be used by Switchshop in the making available of the Portal or any information available through the Portal, and/or any action, demand or claim arising out of the same.

9. EXCLUSIONS AND LIMITATIONS

9.1 The Helpdesk service and Portal service shall be provided as described at paragraph **Error! Reference source not found.** only, and do not include (amongst other things):

- 9.1.1 any on-site maintenance or support in respect of the Supported Hardware or any other hardware;
- 9.1.2 new service configuration;
- 9.1.3 design and implementation of system changes;
- 9.1.4 bulk tasks including full site firmware updates;
- 9.1.5 troubleshooting individual wireless client connectivity problems on a working system.

Switchshop, may in some cases (and at its discretion) carry out additional tasks (including those listed in this paragraph 9.1) but any such work may be subject to additional fees to be agreed between Switchshop and the Customer.

9.2 Switchshop will only carry out firmware upgrades as part of the Helpdesk service where:

- 9.2.1 in the opinion of Switchshop, such firmware upgrade is required to resolve a specific 'break/fix' issue reported to the Helpdesk by the Customer; and
- 9.2.2 the Customer has in place a current valid manufacturer contract/licence that entitles the Customer to install such firmware upgrade.

9.3 Switchshop shall use reasonable endeavours to assist the Customer in relation to issues reported to the Helpdesk. Switchshop does not guarantee that it will be able to fix a problem reported to the Helpdesk. If the Customer uses the 'resolved' button in the Portal to mark an issue as resolved, Switchshop shall have no further obligation to take any action in respect of that issue and no liability for any failure to take action.

9.4 If a Customer does not provide a response to a request for information or action by Switchshop within 5 Business Days of the request being made, Switchshop will close the relevant helpdesk ticket and notify the Customer of such. The Customer can re-open the relevant ticket at any time by responding to the relevant request.

9.5 Switchshop's obligation to provide the Helpdesk is contingent on the Customer's proper use of the Supported Hardware and does not cover Supported Hardware which has been modified or maintained other than by someone suitably qualified to perform such modifications or maintenance.

9.6 The Customer acknowledges and agrees that Switchshop shall use specific dedicated remote access tools from time to time (currently Teamviewer) in order to provide support. These tools are integrated into Switchshop's systems to allow for efficient support and visibility of service and an auditable log of support and advice provided. Switchshop shall not be obliged to use any other remote access solution in order to provide support and where this is requested by the Customer, Switchshop shall not be obliged to provide support.

9.7 Switchshop shall have no liability to the Customer for the consequences of installing any firmware or other update to the Supported Hardware which is carried out in accordance with the manufacturer's instructions and/or release notes.

9.8 For the avoidance of doubt, the Customer remains solely responsible for the security and backup of its data and systems, and Switchshop shall have no liability to the Customer in respect of the same.

9.9 The Helpdesk and Helpdesk staff should not be requested to provide advice on hardware replacements or refreshes and Switchshop accepts no liability in respect to advice provided in relation to such requests. A member of the Switchshop sales team will be happy to assist with any such requests.

9.10 Switchshop implements a maintenance window weekly on between 8pm on a Monday and 4am on a Tuesday. During this time Switchshop may not be able to receive Helpdesk tickets immediately via the Portal or by email. Where the Customer subscribes for a 24 hour Helpdesk service during this time the Customer should call the out of hours Helpdesk phone number for urgent issues.

9.11 To ensure a high quality of service for all customers, the ongoing provision of the Helpdesk is subject to fair usage by the Customer and the pricing for the Helpdesk contained in Quotes is based on an assumption that the Customer will not raise an excessive number of tickets. If, in the opinion of Switchshop, the Customer is making excessive use of the Helpdesk service, Switchshop may notify the Customer that this is the case in writing and provide a supplementary quotation to the Customer for the remaining period of the Term that reflects revised assumptions of the Customer's usage of the Helpdesk.

9.12 The Customer shall not be obliged to accept any Supplementary Quotation provided in accordance with paragraph 9.11, however, should the Customer reject any such Supplementary Quotation Switchshop may, in its discretion cancel the Contract for the provision of the Helpdesk and Portal and refund any fees paid by the Customer on a pro-rata basis, based on the period of the Term remaining.

9.13 The Customer acknowledges that the Helpdesk and Portal services are provided to the Customer by Switchshop on a subscription basis. No hardware, software or licenses used by Switchshop in the provision of the Services shall be

transferred to the ownership of the Customer by virtue of the provision of the Helpdesk or the Portal.

- 9.14 Switchshop does not warrant, represent, guarantee or otherwise commit to the Customer that any information made available through the Portal (including in respect of Helpdesk tickets) will be complete, accurate, or up-to-date, or that any information downloaded from the Portal will be identical to information accessible through the Portal, and Switchshop shall have no liability to the Customer for the consequences of the Customer relying on any such information. The Customer acknowledges that any such information is partial 'snapshot' data only and must not be used by the Customer for any purpose without first conducting its own further due diligence and validation.
- 9.15 For the avoidance of doubt, the Customer remains solely responsible for the security and backup of data related to its systems available through the Portal and should not rely on any such data remaining available on the Portal for future access. Switchshop shall have no liability to the Customer in respect of the data it wishes to access not or no longer being available on the Portal.
- 9.16 Switchshop shall not have any obligation or liability in respect of any failure of the Customer to use or to provide to its users correct log-in details to use to access the Portal, to follow correctly any instructions for the creation of additional Portal user accounts, to follow correctly any instructions for set-up and/or use of multi-factor authentication (if applicable), and to comply with any other access requirements set out in information provided to the Customer to support its Portal access and use arrangements.
- 9.17 The Customer acknowledges that access to the Portal is effected through the internet, and that accordingly Switchshop shall not have any obligation or liability in respect of the temporary unavailability of the Portal for any reason associated with that access arrangement. Further, the Customer must take its own precautions to ensure that the processes which it employs for accessing the Portal do not expose it to the risk of viruses, malicious computer code or other forms of interference which may damage its own computer system. Switchshop does not accept responsibility and shall not be liable for any interference or damage to the Customer's systems which arises in connection with its use of the Portal.

10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Law. This paragraph 10.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws or the General Terms.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the data controller and Switchshop is the data processor in relation to provision of Helpdesk and Portal services.
- 10.3 Without prejudice to the generality of paragraph 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Switchshop for the provision of the Helpdesk and Portal services for the Term.
- 10.4 Without prejudice to the generality of paragraph 10.1, Switchshop shall, in relation to any Personal Data processed in connection with the performance by Switchshop of its obligations under the Contract:

- 10.4.1 process that Personal Data only on the written instructions of the Customer unless Switchshop is required by applicable laws to otherwise process that Personal Data;

- 10.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 10.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 10.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) Switchshop has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Switchshop complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Switchshop complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 10.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 10.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 10.4.8 and allow for audits by the Customer or the Customer's designated auditor.

- 10.5 The Customer consents to Switchshop appointing a third-party processor of Personal Data under this agreement. Where Switchshop appoints a third-party processor it confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in paragraph 10.4. As between the Customer and Switchshop, Switchshop shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 10.5.

- 10.6 The Customer acknowledges that certain Personal Data may be transferred to certain third-party suppliers of Switchshop in the United States of America (in particular, but without limitation, software-as-a service and storage-as-a-service providers) provided that Switchshop ensures that the conditions set out in paragraph 10.4.4 have been observed.

- 10.7 Notices setting out the way in which Switchshop processes personal data (and other information security arrangements) are available at <https://www.switchshop.co.uk/policies/>. This includes information on how Switchshop uses cookies and how it conducts marketing, and the arrangements for collecting the Customer's consent, where necessary. The Customer acknowledges and agrees to the processing of Personal Data including through the setting of cookies on user devices in accordance with this notice.
- 10.8 The Customer shall indemnify Switchshop against any loss damage, claims or expenses whether direct, indirect or consequential (including loss of profits and loss of goodwill) or otherwise suffered or incurred by the Switchshop as a result of a failure by the Customer to comply with any Data Protection Laws in relation to the provision by Switchshop of the Helpdesk and Portal services.
- 10.9 The Customer acknowledges and agrees that Switchshop may obtain and retain configurations, credentials and other information relating to the Supported Hardware and the Customer's systems for the purpose of providing the Helpdesk and Portal services. Switchshop shall keep such information confidential and shall treat such information with such care as it treats its own confidential information. The Customer may request that any such information is deleted at any time, otherwise such information will be treated in accordance with Switchshop's Data Retention policy.

11. **UPDATES**

Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer's continued use of the Helpdesk and Portal following receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.

ANNEX 1
HELPDESK AND PORTAL TIERS AND OPTIONS

Features	Silver	Gold
Helpdesk		
9:00 - 17:00 Helpdesk access, Mon-Fri exc. bank holidays	x	x
Response time and actioning of remote minor works	1 Business Day	4 Business Hours
Logging of manufacturer support calls for any product under enhanced support packages (i.e FortiCare or HPE Care Pack)	x	x
Escalation to 3 rd line Switchshop support team	x	x
Access to support via email or phone	x	x
Pro-rata payment as new equipment and licences are added	x	x
Monthly payment solutions	x	x
Inventory, registration, and management of items under support	x	x
Secure configuration backup of any supported devices		x
6 month Helpdesk review		x
24x7 support		Optional*
Portal		
Available to all Helpdesk Customers	x	x

*

24x7 Packages

All Switch-Gold can have on call 24x7 uplift applied to them. 24x7 features of this support level include:

- Telephone support
- Manufacturer ticket creation and escalation to enable parts to site delivery.