

# Lanmark IT Support Terms of Service

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# IT Support Terms of Service

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## Introduction

These IT Support Terms of Service ("IT Support Terms") set out the terms and conditions upon which Lanmark Limited ("Supplier" or "Lanmark") provide Managed Services to the Customer (as identified in the Account Application Form) and are governed by the Master Services Agreement set out at [lanmark.com/terms-of-business](https://lanmark.com/terms-of-business) ("MSA").

These IT Support Terms together with the MSA, the Account Application Form, the applicable Order Form(s), Quote, other applicable Additional Conditions and any other documents agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services by the Supplier.

Definitions and interpretation:

1. Except as defined in these IT Support Terms, all capitalised terms used in these IT Support Terms shall have the meaning given to them in the MSA.
2. The terms set out in these IT Support Terms are in addition to and should be read in conjunction with the terms of the MSA.
3. In the event of a conflict, the provisions of these IT Support Terms shall take precedence over the MSA.

## Purchase Orders and Order Acceptance

Lanmark operates a purchase ordering system with all Customers. We require a valid purchase order for all quotes. If you do not have a purchase ordering system, an authorised person from your company will need to sign all quote acceptance forms or digital documents relating to the purchase or approval of goods and services. Lanmark will not be responsible for unauthorised persons within your organisation who sign or approve purchases. When requesting additional licenses for software or increased numbers of IT support, your written request will be considered confirmation of your order. Any cancellations will be subject to either a standard restocking fee or the remainder of the cost of the subscription term of the item being ordered.

## General Support Classification

IT support and project-based work are different. Lanmark will always let you know where a particular request is not a Support query and will incur charges. For the avoidance of doubt - what you could do yesterday but cannot do today is typically considered as support; what you cannot currently do but want to do is considered project-based work and as such will be chargeable.

## Out of scope support

Where a support request is made that is Out of Scope, for example a geographically different location or specialist service, additional costs may apply, we may use one of our technology partners to service the request. Support requests arising from the negligence or malice of a Customer's employee or contractor will be chargeable. Basic device/service configuration change requests (commonly known as adds/moves and changes) are covered under our support classification where these do not affect or impact current the Customer business operations or Lanmark's ability to provide support. Advanced requests that involve upgrades, patching or adding additional services that need planning, scoping or non-support based work will be chargeable.

## Configuration change authorisation

Lanmark requires written authorisation from a named authoriser within your organisation whenever we are asked to make a change request to either company-wide resources or specific user privileges where the result of such action may impact the company or elevate the user's access rights beyond their current level.

## Confidential or privileged requests

If Lanmark received a request to perform a confidential action that requires accessing/searching/retrieving privileged information or files, we require written approval in the form of a pre-agreed password from a named senior employee or executive. An example of this may be the searching of an employee's mailbox or accessing data/information that is privileged to a specific person or group.

## Provision of Support Services

Support Services are provided where an active support agreement is in place. In the event of support being requested where the user or device is not covered, Lanmark will provide the support and will add the person or device to your support agreement for the remainder of the agreement, starting from the month of the support being requested.

Details of the Customer's support agreement are set out in the applicable Order Form, Quote or such other document as is agreed in writing between Lanmark and the Customer.

## Remote Support

Lanmark agrees to provide remote telephone support to the Customer users during your support hours regardless of the user location. Please note we are limited in the support we can offer when a user is not working from your own business premises and may affect the SLA of the support request.

## Onsite Support & Onsite SLA

If your agreement includes onsite support, please note onsite support is scheduled following remote assessment. The onsite service level agreement only comes into effect from the time it is identified/agreed that we need to attend site.

## Onsite IT Essentials Pack

As part of your support agreement, we may provide an IT essentials pack. This pack is intended for loan/spare/emergency situations and usable at the discretion of Lanmark. This package remains the property of Lanmark. The pack should be kept in a safe and secure location on your site. We may need access to this pack at any time so access should be made available upon request.

## Scheduled Onsite or IT Maintenance Visits

Where an agreement includes scheduled onsite or IT Maintenance visits (time), these are scheduled on a fixed recurring basis. While we will be as accommodating as possible to requests to change time or date, please provide at least 48 hours notice. Onsite visits cannot be used for project-based work, accumulated or rolled over in any way.

## Use of scheduled resources

Scheduled onsite support resources are intended to provide your organisation with a more holistic support experience. Customers who have scheduled resources such as onsite time may use these resources for general IT support and administration. Onsite time, however, may not be utilised for any other new installation or project-based work. Scheduled resources are for the sole use of the site for which they are intended.

## Hours of Support

Lanmark provides remote and onsite support during the hours stated in your support agreement. Any support requested outside of these hours will be acknowledged the next working day. Extended support hours are also available.

## Scheduled Out of Hours Support

All out of hours support is billable unless agreed otherwise and subject to 48 hours notice. Please be aware that unsociable hours (11 pm to 7 am) are subject to further uplifted costs above our standard out of hours rates, as follows;

- Remote support is 2x our published rate; a minimum charge of 1-hour applies and 15-minute increments after that.
- Onsite support is 2.5x our published rate and billed in increments of 1-hour.
- Unsociable hours are billed at 2.5x our published rate and billed in increments of 1-hour.

## Proactive Monitoring

To provide a consistent level of support Lanmark will deploy or requires to the Customer purchase and deploy its Remote Monitoring and Management toolset which will provide 24 x 7 system monitoring for server and workstation devices. This toolset will be responsible for maintaining patch management of all monitored devices if the Customer has no update policy or system operational.

## Emergency 24x7 Service & Support

Access to 24x7 business critical remote support is not included in all support packages as standard. If you require this service, please check it is included in your support agreement. Otherwise, we can provide this service at an additional cost.

## Preferred Supplier Agreement

For Lanmark to ensure a consistent level of service and further simplify the configuration and deployment of new IT systems, we will establish ourselves as your preferred supplier as part of this agreement. In conjunction with our pre-sales and account management teams, we also have a dedicated procurement team. By using Lanmark as your preferred supplier, you can be sure that the right equipment, services and solutions are being selected and ordered that best suit your requirements. If you do purchase equipment from another supplier, please inform us so that we can discuss whether or not such equipment will be covered by the Services.. Please note that Lanmark cannot assure that equipment acquired through unknown sources will be suitable for the purpose intended and that by using another supplier may affect the support, configuration and deployment of the equipment.

## Hardware maintenance and support

Lanmark does not provide hardware repairs, installation or maintenance as part of any service we offer. If you require these services, we can provide separate costs.

## Out of Hours Reboot Service

Some software updates require a server reboot which we can perform during Normal Business Hours at no cost. However, as some server reboots and updates can take up one hour to complete, we do offer an out of hours reboot service. This service applies updates and reboots between 10:00 pm and 5:00 am. and is separately chargeable.

## Lanmark CARE+ Plans

LANMARK CARE+	TEAM PLAN	BUSINESS	BUSINESS PLUS	ENTERPRISE
Features:				
Proactive Monitoring	✓	✓	✓	✓
Remote Support	✓	✓	✓	✓
Access to Consultancy	✓	✓	✓	✓
Vendor Management	✓	✓	✓	✓
Quarterly Account Meeting	Conference Call	✓	✓	✓
Dedicated Account Manager	✗	✓	✓	✓
Onsite Support	✗	✓	✓	✓
Scheduled Engineer Visits	✗	✗	✓	✓
Supplier Management	✗	✗	✓	✓
IT Strategy Service	✗	✗	✓	✓
Access to 24x7 Support	✗	✗	✓	✓
VIP User Service	✗	✗	✓	✓
Bespoke Options	✗	✗	✗	✓

# Lanmark Freedom Plan

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## No contract term IT support

- Clients must purchase the following items:-
  - A Reactive Support Help Desk monthly minute pack as stated on the Order Form.
  - Desktop/Laptop Remote Monitoring & Maintenance agent per supported computer.
  - Server Remote Monitoring & Maintenance agent per supported server.
- Telephone and remote control support will be deducted or billed in 15 minute periods with a minimum deduction/billable time of 15 minutes per call/ticket.
- Time on site will be deducted/billed in 1 hour periods with a minimum 2-hour deduction/billable time per onsite visit.
- Only Reactive Support Help Desk time performed during Core Hours of Monday – Friday 8:00am – 6:00pm will be deducted from the monthly minute pack. All other work roles or times outside the core support hours will be billed separately at the published rate stated on the Order Form.
- 24x7 Emergency support has a minimum deduction/billable time of 90 minutes per call/ticket.
- Tickets generated by Lanmark Proactive maintenance platform or scheduled preventative maintenance tasks will be deducted from the Reactive Support Helpdesk monthly minute pack or billed additionally.
- All service SLA's will be stated on the Order Form.
- Regional/satellite offices and home users are covered. Any location outside the M25 area will incur travel time billed at standard rates, and all expenses for travel, hotels & subsistence will be rebilled at cost + 15% administration fee.
- Freedom Plans are billed in arrears, and payment is collected via Direct Debit.

# Lanmark Premium Plan

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## Managed Service IT support

- Premium Plans include all services stated on the Order Form.
- Any third party software or application provided by Lanmark will be subject to the third parties terms and conditions and passed through to the Client.
- The Client is under no obligation to install the following:-
  - Lanmark provided Anti-Virus software or application
  - Lanmark provided user training application

The Client accepts that failure to implement these products could lead to an IT system hack, threat actor compromise, ransomware attack, or exfiltrated data loss. Lanmark has no liability for such a compromise.
- Lanmark reserves the right to change or remove provided software or applications included within Premium Plan.
- The Client must agree to install and implement the following Lanmark software if applicable:-
  - Desktop/Laptop Remote Monitoring & Maintenance agent per supported computer.
  - Server Remote Monitoring & Maintenance agent per supported server.
- Unlimited Onsite Emergency support covers Priority 1 tickets at the Client's agreed named sites. All other onsite time will be charged at standard published or agreed rates.
- Regional/satellite offices and home users are covered. Any location outside the M25 area will incur travel time billed at standard rates, and all expenses for travel, hotels & subsistence will be rebilled at cost + 15% administration fee.
- End-User training may be provided via email, documents, website or video.
- Premium Plans are billed in advance, and payment is collected via Direct Debit.

# Lanmark Essential Plan

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## Managed Service IT support

- Essential Plans include all services stated on the Order Form.
- Any third party software or application provided by Lanmark will be subject to the third parties terms and conditions and passed through to the Client.
- The Client must agree to install and implement the following Lanmark software if applicable:-
  - Desktop/Laptop Remote Monitoring & Maintenance agent per supported computer.
  - Server Remote Monitoring & Maintenance agent per supported server.
- Essential Plans are billed in advance, and payment is collected via Direct Debit.

## Time Call Off Packs

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### Support Pack or Service Points Pack

- Clients must purchase the following items:-
  - A time call-off Support Pack pack as stated on the Order Form.
  - Desktop/Laptop Remote Monitoring & Maintenance agent per supported computer.
  - Server Remote Monitoring & Maintenance agent per supported server.
- Unless otherwise stated on Order Form, our standard telephone support hours are 08:30 to 17:30. Onsite support is 09:00 to 17:00.
- All telephone, online and email requests will be answered within 60 minutes by one of our dedicated technicians.
- The time limit on these packs is 12 months. Unused time at the end of the 12 months will expire.
- Telephone and remote control support will be deducted in 15 minute periods with a minimum deduction of 15 minutes per call/ticket.
- Time on site will be deducted in 1 hour periods with a minimum 2-hour deduction per onsite visit.
- Any location outside the M25 area will have all travel time deducted, and all expenses for travel, hotels & subsistence will be rebilled at cost + 15% administration fee.
- No SLA for an onsite response.
- Service cover at all times outside of core hours is deducted at time and a half.
- All proactive monitoring alerts will be investigated automatically by the service desk and time will be deducted accordingly.
- Vendor software/firmware patches and hotfixes will be applied when necessary and time will be deducted accordingly.
- Emergency onsite visit requests will be deducted at double time.
- Support pack time can be used for any type of support.
- All technicians shall be conversant in all industry-standard applications.
- Regional offices and home users are covered but are exempt from the onsite contract response times
- Packs are automatically renewed when 5% of time remaining.
- A support pack can also be used for basic IT projects like Microsoft Office 365 migrations or server upgrades. Complex projects such as Cloud transformation or IT Strategy cannot be deducted from a support pack time allowance and will be quoted separately.



# Coverage

## Supported Devices and Software

Device Type	Coverage	
	Teams, Business	All other plans
Windows (Vista and newer)	Standard Device	Standard Device
Mac OS X (10.8 and newer)	Standard Device	Standard Device
iOS Devices	Basic Device	Basic Device
Android, Blackberry, Windows Phone	Basic Device	Basic Device
Network Devices (firewalls, switches, wireless)	Standard Software	Enhanced Software
Storage Devices (NAS/SAN)	Standard Software	Enhanced Software
Hypervisors (VMware, Citrix, Microsoft)	Standard Software	Enhanced Software
Windows Server (2008 and newer)	Standard Software	Standard Software
Standard Line of Business Microsoft Office, Adobe Acrobat, Web Browsers	Standard Software	Standard Software
Bespoke Applications & Databases	Basic Software	Basic Software
Office 365	Standard Software	Standard Software
Google Apps	Standard Software	Standard Software

**Basic Device Support** for mobile devices includes the coverage of setting up corporate email, remotely by telephone unless otherwise stated or agreed.

**Standard Device Support** is provided on the assumption that a valid manufacturer's warranty/maintenance agreement is in place. Patching and firmware updates are included

**Basic Software Support** only covers the installation of outlined software under guidance and support from the developer/manufacturer or vendor. All support over and above this will be escalated to the relevant developer/manufacturer or vendor.

**Standard Software Support** includes application installation, removal, patching and ensuring it is functional, specific operational support is not covered. Includes network management support i.e. VLAN configuration change, backup of device configuration files. Basic firewall rule management i.e. open and close ports, create a static VPN.

**Enhanced Software Support** includes application installation, removal, patching and ensuring it is functional, specific operational support is covered. Includes network management i.e. VLAN's creation and support, Network device configuration management and firmware updates. Firewall support and policy management including Rule creation\*.

*\*Note: Up to five (5) rule or policy changes per month. Additional costs may apply.*

## Included & Standard Cloud Support

Our standard Support Services covers private, and public cloud Infrastructure as a Service (IaaS - servers, storage and VPN) provided your cloud billing is processed through Lanmark,

### Standard

**Cloud IAAS/PAAS Optimisation\*\*** 24x7 monitoring with monthly reporting on usage with IaaS and Platform-as-a-Service (PaaS) optimisation recommendations.

**Security\*\*** Quarterly analysis of Infrastructure with recommendations.

*\*\*Note: Customer manages the implementation of optimisation and security recommendations.*

## Cloud Management Options

The following additional cost option services are available to all IT support Customers.

### Enhanced

#### Standard options included plus

**Managed Optimisation\*\*\*** Implement optimisation report recommendations.

**Managed Security\*\*\*** Implement and manage security recommendations.

**Reserved Instances** Access to Lanmark's public cloud reserved instances where available (saving up to 20% on standard runtime costs)

*\*\*\*Note: Requires Dev Ops IaaS platform available for testing before applying to production systems.*

### Managed Service

#### Enhanced options included plus

**Strategy Design** Annual architecture overview with recommendations, i.e. utilising new cloud systems, IaaS to PaaS migrations

**Spot Instances** Access to Lanmark's managed public cloud spot instance optimisation platform (saving up to 80% on standard runtime costs)

## Assumptions and Exclusions – Unsupported items

### Unsupported Equipment and Operating Systems Clause

Lanmark shall have no obligation to provide IT support or services for any hardware, devices, equipment, or software where the manufacturer or vendor has ceased to provide active support, security updates, patches, or warranty cover ("Unsupported Items").

The Customer acknowledges and agrees that it is solely responsible for monitoring and ensuring that all hardware, software, and equipment remain actively supported by the manufacturer or vendor. Lanmark shall not be required to provide notice or reminders regarding Unsupported Items.

Should the Customer continue to use any Unsupported Items, Lanmark reserves the right, at its sole discretion, to immediately cease providing support services relating to these items without prior notification. The cessation of support services shall not constitute a breach or default by Lanmark under any agreement or Service Level Agreement ("SLA") in place with the Customer.

Furthermore, Lanmark shall not be liable for any incidents, security breaches, or operational issues arising directly or indirectly from the continued use of any Unsupported Items. The Customer explicitly accepts full responsibility and acknowledges all associated risks in operating or using Unsupported Items.

### Assumptions and Exclusions - additional

- It is assumed that all software is correctly licensed and, where applicable, has a valid maintenance or support agreement in place.
- If you have not subscribed to a Lanmark backup solution then it is assumed that all on-premise and cloud based applications, systems and data have a valid, working and tested backup solution in place so that Lanmark can restore service in the event of failure, malfunction, negligence or accidental loss of data.
- Lanmark will not be held responsible for the loss of data in any event or situation that may arise from the support and or management of your systems.
- Service on parts, equipment or software not covered by vendor/manufacturer warranty or support are not included.
- The cost of any parts, equipment, or shipping charges of any kind are not covered.
- The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- The cost of any Third-Party Supplier or manufacturer support or incident fees of any kind.
- The cost to bring Customer's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorised by Supplier, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Supplier.
- Programming (modification of software code) and program (software) maintenance.
- Training of any kind.

## Known Unsupported Equipment (Unless Previously Agreed in Writing)

- Printers are not covered under any support agreement other than ensuring printer drivers are installed correctly on the relevant workstations. Any repair and/or replacement of the consumable items listed below are excluded from the support agreement.
  - drum cartridge
  - ribbons
  - toner cartridge
  - paper
  - collector units / bottles
  - paper separator belt
  - maintenance kits
  - ozone filters
  - developer kits
  - print heads
  - fuser units
  - print wheels
  - ink bottles / ink
  - ribbon masks
  - transfer belts
  - print shields
  - ink cartridges
  - print bands
- Telecom provider's equipment
- Audio visual equipment
- Photocopiers
- Non-IT related equipment

# Target Service Level Agreement

Problem Grading	Low	Medium	High
Severity	One user or small group of users affected	Departments or a large group of users affected	The whole company is affected
Impact	An annoyance as opposed to an impact on productivity	Business is degraded, but there is a reasonable workaround	Critical – major business processes are stopped

## Problem Definitions

Problem Code	Problem Definition	Priority Level
SLIL	Severity Low, Impact Low	Priority 3
SLIM	Severity Low, Impact Medium	Priority 2
SLIH	Severity Low, Impact High	Priority 1
SMIL	Severity Medium, Impact Low	Priority 3
SMIM	Severity Medium, Impact Medium	Priority 2
SMIH	Severity Medium, Impact High	Priority 1
SHIL	Severity High, Impact Low	Priority 3
SHIM	Severity High, Impact Medium	Priority 2
SHIH	Severity High, Impact High	Priority 1

## Target Response Times and Availability

Priority	Helpdesk Response time	Onsite Response time	Resolution time	Escalation
1	Within 0.5 hours	Within 4 hours	ASAP – Best Effort	0.5 hour
2	Within 0.5 hours	Within 8 hours	ASAP – Best Effort	1 hour
3	Within 1 hours	Next Business Day	ASAP – Best Effort	8 hours

## Internal Team Escalation Process

Team	Investigation time before Escalation		
	Priority 3	Priority 2	Priority 1
First Line	0.5 Hours	0.5 Hours	N/A
Second Line	2 Hours	1 hour	0.5 Hours
Third Line	N/A	N/A	N/A

All escalations are subject to investigation time by each applicable team. Time spent waiting on end-users is not included in the escalation timeline.

## Incident Notification Frequency

Priority	Minimum Email Notification Frequency	Minimum Phone Notification Frequency	Customer Notification Recipients	Lanmark Notification Recipients
P1	Every 30 minutes after first response	Every 1 hour	Ticket Contact, Site Contact, Technical Contact, Nominated P1 Contacts	Service Delivery Manager, Account Manager, Technical Director, Managing Partner
P2	Every 1 hour after first response	Every 2 hours	Ticket Contact, Site Contact	Technical Team Leads
P3	ASAP - Best effort	Best effort	Ticket Contact	N/A

Lanmark shall use its reasonable endeavours to meet the above target SLA but any response times shall, unless otherwise expressly agreed in writing by Lanmark, be estimates only and time shall not be of the essence for the provision of any Services.

## VIP User Service

Lanmark's VIP service tags these staff members and our helpdesk system automatically prioritises their tickets over others that may already exist in your queue. There are no additionally defined SLA responses to Lanmark standard Target Response Times and Availability.

## 24 x 7 Out of Hours Support

A 60-minute response time is in place with this service, from when you log your request for support with a Lanmark engineer, who will call you back within 60 minutes.

- There is no guarantee of fix or resolution time for this service.
- This is a 'remote only' service and does NOT include any onsite call-out.
- Any required onsite work will be scheduled at 09:00 the next business day - subject to Lanmark's discretion, engineer availability and that your support agreement covers such onsite support.