



PCaaS Services

Service Schedule

June 2026 Edition

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Lanmark Limited

Company number 02977539

Registered office: West Hill House, West Hill, Dartford, DA1 2EU

lanmark.com/terms-of-business

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1. Purpose and scope

- 1.1** This Service Schedule sets out the service-specific terms on which Lanmark provides PCaaS Services (PC-as-a-Service) to the Client. It supplements, and is to be read with, the Lanmark Master Services Agreement (MSA) and the Order Form.
- 1.2** PCaaS is a loaned-device Service comprising:
- (a) the loan of one or more primary computing devices (laptops or desktops, Windows-based or macOS-based, as identified in the Order Form), together with the OEM operating system supplied with the device by the device manufacturer (Clause 3.1);
 - (b) where the Order Form selects them, the loan of associated peripherals (monitors, docking stations, keyboards, mice and similar) for each primary device (Clause 3.2);
 - (c) up-front services to image, configure, join the device to the Client's tenant and deliver the device ready for use (Clause 3.3);
 - (d) ongoing services during the Term to keep the device operational at the hardware level, including replacement on hardware failure (Clause 3.4);
 - (e) return and end-of-Term offboarding of the EUA, including data wipe (Clause 3.5).
- 1.3** PCaaS is not a general IT support service for the Client's wider environment. Ongoing operating-system patching, user support, application support, identity and access management, malware response and other managed support work for the Client's wider environment is provided (where the Client subscribes to it) under the IT Support Services Schedule and is not duplicated in this Schedule. Microsoft 365 licensing, Microsoft 365 Backup, Azure licensing and similar Microsoft cloud services are covered by the Microsoft CSP Services Schedule and the Backup Services Schedule, as applicable.
- 1.4** PCaaS is a higher-risk Service because Lanmark loans capital equipment to the Client for use over a multi-year Term. The Schedule is to be read with that in mind, including the Service-specific disclaimers at Clause 9, the Client indemnity at Clause 8 and the EUA loan equipment regime at Clause 13.5.
- 1.5** Subject to Clause 1.3 of the MSA (order of precedence), this Schedule prevails over the MSA only in respect of the specific Service detail it covers and only where this Schedule explicitly states an override.

2. Definitions

The following definitions apply in this Schedule. Defined terms in the MSA have the meanings given to them in the MSA and are not redefined here.

Authorised User means an individual employee, contractor or representative of the Client who is identified in the Order Form (or by subsequent written notice to Lanmark) as a user of an EUA under PCaaS. Subsequent written notice may reassign an existing EUA to a different Authorised User as a matter of operational record. Any increase in the number of Authorised Users, and any supply of additional EUA, must be agreed through the Order Form, the unit-of-charge mechanism in the MSA, a Change Request or another written commercial approval accepted by Lanmark.

Business Day means any day other than a Saturday, Sunday or English bank holiday.

EUA means Equipment Under Agreement: a primary computing device (laptop or desktop) supplied to the Client under PCaaS, together with the OEM operating system supplied with the device and (where the Order Form selects them) any associated peripherals supplied with that device. The EUA is loaned by Lanmark to the Client for the duration of the PCaaS engagement and remains Lanmark's property at all times in accordance with Clause 13.5.

Mid-Term Refresh means the Client's election, during the Term, to take a replacement EUA before the end of the then-current Term, on a new PCaaS engagement, under Clause 6.5.

OEM means the original equipment manufacturer of the EUA hardware and of the operating system bundled with that hardware.

PCaaS means the loaned-device Service described in this Schedule. PCaaS is sometimes referred to in commercial materials as PC-as-a-Service or PC as a Service.

Primary Device means the laptop or desktop computing device supplied as the principal item of EUA for an Authorised User.

Service means in this Schedule, the PCaaS Services described in this Schedule (comprising the EUA, the up-front services, the ongoing services and the end-of-Term offboarding).

Support Hours means Monday to Friday, 8.00am to 6.00pm UK time, excluding English bank holidays. Support Hours apply to Lanmark engagement management for the Service, including PCaaS-related Service requests and replacement coordination.

3. Service description

3.1 Primary Device and operating system

- 3.1.1** Lanmark supplies the Client with one Primary Device per Authorised User identified in the Order Form. The make, model, specification and operating system (Windows-based or macOS-based) of the Primary Device are identified in the Order Form, and are sized to the Authorised User's role and workload as agreed at onboarding. Any device specification confirmed or changed during onboarding (including a substitution required by OEM stock availability) must be recorded in the Order Form, the onboarding documentation produced under Clause 6.1.1 or another written commercial record accepted by Lanmark before the engagement commences.
- 3.1.2** The OEM operating system supplied with the Primary Device (for example, Windows Pro or macOS) is included as a matter of the device acquisition by Lanmark from the OEM. The terms on which the operating system is supplied to the end user are the OEM's standard licence terms, and Lanmark does not vary or override those terms. The operating system licence persists in accordance with the OEM's terms; for the avoidance of doubt, the Client's right to use the operating system is tied to the Client's possession of the EUA, and on return of the EUA at the end of the Term the operating system goes with the EUA.
- 3.1.3** PCaaS does not include any Microsoft 365 user licensing, productivity software licensing, MDM tooling, RMM tooling, security tooling, backup tooling or other software-as-a-service or managed-service tooling. Those items, where the Client subscribes to them, are supplied under the Microsoft CSP Services Schedule, the IT Support Services Schedule, the Managed Cyber Security Services Schedule, the Backup Services Schedule or another applicable Service Schedule, in each case under separate Fees identified in the Order Form.

3.2 Peripherals

- 3.2.1** Where the Order Form selects them, Lanmark also supplies peripherals (monitors, docking stations, keyboards, mice, headsets and similar) for use with the Primary Device. Peripherals are part of the EUA, are loaned to the Client on the same basis as the Primary Device, and remain Lanmark's property at all times in accordance with Clause 13.5.
- 3.2.2** Mobile devices (smartphones and tablets) are not within the standard PCaaS offering. Where the Client requires Lanmark to supply mobile devices, separately-quoted arrangements apply.

3.3 Up-front services

- 3.3.1** Up-front services comprise the work Lanmark performs to deliver the EUA to the Client ready for use. The up-front services include:
- (a) device procurement and provisioning, including OEM supply lead-time management;
 - (b) imaging of the Primary Device, including the OEM operating system, baseline configuration and any Lanmark-managed standard build elements;

- (c) joining the Primary Device to the Client's tenant (typically Microsoft Entra or equivalent identity provider) so that the device is ready for the Authorised User to sign in;
- (d) asset registration of the EUA in Lanmark's asset register, with serial numbers, OEM warranty references and Lanmark ownership marking;
- (e) delivery of the EUA to the Authorised User or to a Client-nominated address.

3.3.2 Tenant join under Clause 3.3.1(c) is an up-front provisioning activity only. It does not include ongoing mobile device management (MDM) policy management, device compliance management, Microsoft Intune (or equivalent) administration, RMM monitoring, endpoint security tooling administration, conditional access management, or any other ongoing device management activity. Those activities, where the Client subscribes to them, are supplied under the IT Support Services Schedule, the Microsoft CSP Services Schedule, the Managed Cyber Security Services Schedule or another applicable Service Schedule, in each case under separate Fees identified in the Order Form.

3.3.3 Lanmark's obligation to image, configure and tenant-join the EUA is conditional on the Client providing and maintaining the administrative access, approvals, tenant configuration and information required for those activities. Time lost waiting for those items, or arising from Client-controlled tenant, identity provider, MDM or configuration matters, does not count against any Service Level at Clause 5.

3.3.4 Where the Client has agreed an Up-Front Fee for PCaaS onboarding (separate from the recurring per-user Fee), the Up-Front Fee is identified in the Order Form.

3.4 Ongoing services during the Term

3.4.1 Ongoing services during the Term comprise the work Lanmark performs to keep the EUA operational at the hardware level. The ongoing services include:

- (a) hardware fault diagnostics and replacement on hardware failure, in accordance with Clause 6.4;
- (b) engagement management and asset record maintenance during the Term;
- (c) operating system support to the extent strictly tied to the device hardware, but not general operating system support, patching, user support, application support or troubleshooting, which sit under the IT Support Services Schedule. By way of illustration: replacement-device imaging following a hardware failure (Clause 6.4.2) and OEM warranty handling are within PCaaS; Windows or macOS profile setup, application installation, printer setup, OneDrive, Teams, Outlook, browser, network share, VPN, sign-in or user-login troubleshooting, password resets, productivity application support and routine operating system patching are within the IT Support Services Schedule unless the Order Form expressly says otherwise.

3.4.2 PCaaS does not include mid-Term hardware refresh as part of the recurring Fees. The same EUA is supplied for the duration of the Term unless the EUA fails (Clause 6.4) or the Client elects a Mid-Term Refresh under Clause 6.5.

3.5 End-of-Term offboarding

3.5.1 On termination or expiry of a PCaaS engagement, the Client will return the EUA to Lanmark in accordance with Clause 13.5. Lanmark will arrange collection of the EUA and will perform a secure data wipe of the EUA in accordance with Clause 6.6.

4. In scope and out of scope

4.1 In scope

The Service includes:

- (a) the loan of the EUA for each Authorised User identified in the Order Form, comprising the Primary Device and any peripherals selected in the Order Form;
- (b) the OEM operating system bundled with the Primary Device, under the OEM's standard licence terms;
- (c) the up-front services at Clause 3.3 (imaging, tenant join, asset registration, delivery);
- (d) the ongoing services at Clause 3.4 (hardware fault diagnostics, replacement on hardware failure, engagement management);
- (e) the end-of-Term offboarding at Clause 3.5 (return, secure data wipe);
- (f) the Service Levels at Clause 5.

4.2 Out of scope

The following are out of scope of the Service and are not provided as part of the Service Fees. Where any of the following is required, it is provided (where Lanmark is able to provide it) as separately-quoted work or under a separate Service Schedule:

- (a) general IT support for the Client's wider environment, including operating system patching beyond initial imaging, user support, application support, identity and access management, malware response and any other managed support activity (covered by the IT Support Services Schedule);
- (b) Microsoft 365 user licensing, productivity software licensing, Azure licensing and other Microsoft cloud services (covered by the Microsoft CSP Services Schedule);
- (c) MDM, RMM, endpoint security tooling, backup tooling and other managed-service tooling for the EUA (covered by other Service Schedules or by separately-quoted work);
- (d) Microsoft 365 Backup, EpicBackup and any other backup of data stored on or by the Authorised User (covered by the Backup Services Schedule);
- (e) mobile devices, including smartphones and tablets (separately quoted as project work or under a separate arrangement);
- (f) in-Term hardware refresh ahead of the end of the Term, except where the Client elects a Mid-Term Refresh under Clause 6.5;
- (g) training of Authorised Users in the use of the EUA, the operating system or any application;
- (h) consumables (for example, mouse mats, screen wipes, monitor arms not supplied as part of the EUA), shipping or installation work other than the standard delivery at Clause 3.3;
- (i) anything stated as out of scope in the Order Form.

5. Service Levels

5.1 Lanmark engagement and replacement targets

5.1.1 Lanmark targets the following service management response and replacement times for PCaaS engagements, measured during Support Hours from the time Lanmark accepts the Client request through the Service Tooling. These are targets, not guarantees, and depend on the nature of the request, OEM hardware stock availability, the size and configuration of the engagement, delivery logistics, the availability of Client-side cooperation and other factors outside Lanmark's reasonable control:

Request type	Target	Notes
Hardware fault diagnostics initial response	4 hours within Support Hours	Service Tooling acknowledgement and engineer triage.
Replacement device dispatched on hardware failure	2 to 3 Business Days, typical	Subject to OEM stock availability, device type and delivery logistics. No formal SLA target; Lanmark uses reasonable endeavours.
PCaaS Service request acknowledgement (non-fault)	1 Business Day	For Service requests not relating to a hardware fault.
Mid-Term Refresh quotation	5 Business Days	Subject to Clause 6.5. Lanmark issues a quotation for the new PCaaS engagement and the settlement position on the existing engagement.

5.1.2 The PCaaS Service does not include 24x7 incident response, and the targets above apply during Support Hours only. Where the Client requires Lanmark engineer time outside Support Hours, that work is provided where Lanmark agrees and may attract additional charges under Clause 13.

5.2 Service Level measurement and exclusions

5.2.1 Lanmark's records held in the Service Tooling and in Lanmark's asset management systems are the authoritative record of Lanmark Service Level performance, save in the case of manifest error.

5.2.2 Time spent waiting for Client action (including delay in providing access to the EUA, delay in confirming Authorised User details, delay in arranging delivery or collection, or any other Client-controlled matter) does not count towards any applicable Service Level.

5.2.3 The Service Levels at this Clause 5 are service management targets. They do not give rise to service credits, fee reductions, repayment of Fees or any similar monetary remedy. Where Lanmark fails to meet a Service Level target, Lanmark will use reasonable endeavours to investigate the cause and to remediate the underlying issue so that it does not recur. The Client's remedy is service review and escalation through the IT Support Services Schedule (where the Client subscribes to it in parallel) or through Lanmark's commercial contact for the engagement. Subject to Clause 18 of the MSA, this Clause 5.2.3 states the Client's full and

exclusive remedy, and Lanmark's only obligation and liability, for non-performance or non-availability of the Service Levels at this Clause 5.

6. Operational arrangements

6.1 Onboarding and imaging

- 6.1.1** Onboarding includes confirmation of the engagement details (number of Authorised Users, Primary Device specification, operating system platform, peripheral selections, tenant details, delivery addresses, target Service Start Date) and the up-front services at Clause 3.3.
- 6.1.2** Imaging is performed by Lanmark using the Client's tenant configuration and baseline build standards. Where the Client has bespoke imaging requirements not covered by Lanmark's standard process, those requirements are scoped and either included in the onboarding Fee or provided by separately-quoted work under Clause 6.3.

6.2 Delivery and handover

- 6.2.1** EUA is delivered to the Authorised User at the Client-nominated address or, where agreed, to a central Client receiving address. Delivery is via standard courier; signed proof of delivery is captured and held in the Service Tooling. Signature or delivery confirmation at the Client-nominated address is sufficient evidence of delivery for the purposes of this Schedule, whether signed by the Authorised User or by another person at that address (such as reception, mailroom or office staff) reasonably appearing to have authority to accept delivery on the Client's behalf.
- 6.2.2** Risk in the EUA passes to the Client on signed delivery. The Client is responsible for the EUA from the point of delivery until the EUA is collected by Lanmark or its nominated carrier at end of Term under Clause 13.5.

6.3 Remote hands and Client-requested work

- 6.3.1** Client-requested work that is not included in the recurring Fees (including bespoke imaging beyond Lanmark's standard process, large-scale fleet rebuilds, on-site engineer attendance, additional peripheral fitting, environment changes and similar) is supplied by separate quote per request. The Fee for that work is set out in the relevant quotation, accepted by the Client in writing, and invoiced separately.

6.4 Hardware fault diagnostics and replacement

- 6.4.1** Where the Client (or an Authorised User through the Client) reports a hardware fault on an EUA, Lanmark will perform fault diagnostics during Support Hours in accordance with the target response time at Clause 5.1.1. Fault diagnostics may be performed remotely (where the EUA is operable and remotely accessible), through Authorised User-side support steps, or through engineer review of the EUA.
- 6.4.2** Where Lanmark concludes that the EUA has failed at the hardware level and is unrepairable in-place within a reasonable time, and where the failure is a genuine hardware failure not caused by the Client, an Authorised User or any party acting under the Client's instruction or control (in which case Clause 13.5.4 applies), Lanmark will provide a replacement EUA of the same or equivalent specification at Lanmark's cost. Equivalent specification means broadly equivalent or better for the affected Authorised User's business use, taking account of available OEM stock, model changes, supersessions and reasonable substitution; the

Client may not reject a reasonable equivalent replacement on the basis that it is not an identical make and model to the original EUA. The replacement device is imaged and configured to the same standard as the original EUA, in accordance with Clause 3.3. The replacement EUA target dispatch time is at Clause 5.1.1 (typically 2 to 3 Business Days, subject to OEM stock availability).

- 6.4.3** The failed EUA is returned to Lanmark using a Lanmark-arranged courier; Lanmark bears the cost of return logistics for a confirmed hardware failure. Where the EUA is returned to Lanmark and diagnostics confirm that the device was not faulty, or that the apparent fault was caused by an act or omission of the Client (or any party acting under the Client's instruction or control) falling within Clause 13.5.4, Lanmark may charge the Client the reasonable diagnostics, return and reimaging costs incurred. For the avoidance of doubt, charges under this Clause 6.4.3 are not duplicative of, and may be treated as part of, the relevant Fees recoverable under Clause 13.5.4 where the same incident gives rise to both clauses; Lanmark will not seek double recovery for the same cost.

6.5 Mid-Term Refresh by Client request

- 6.5.1** The Client may request a Mid-Term Refresh by Service request through the Service Tooling. A Mid-Term Refresh is the Client's election to take a replacement EUA before the end of the then-current Term, on a new PCaaS engagement, where the existing EUA is not faulty within the meaning of Clause 6.4 (for example, where the Client wishes to upgrade specification, change platform or change form factor before the end of the Term).
- 6.5.2** On receipt of a Mid-Term Refresh request, Lanmark will issue a quotation within the target at Clause 5.1.1. The quotation will identify (a) the proposed new EUA and the new PCaaS engagement (including unit Fees and Term); and (b) the settlement position on the existing engagement. The settlement position is, at Lanmark's election:
- (a) the Client paying out the remaining Fees on the existing engagement through to the end of its then-current Term, in accordance with Clause 13.3; or
 - (b) a settlement figure offered by Lanmark to the Client in commutation of the remaining Fees on the existing engagement, at Lanmark's discretion, which may be lower than the position at Clause 6.5.2(a).
- 6.5.3** The Mid-Term Refresh proceeds only on the Client's written acceptance of the quotation. Until the quotation is accepted and the new engagement commences, the existing engagement continues unchanged.
- 6.5.4** On completion of a Mid-Term Refresh, the existing EUA must be returned to Lanmark as part of the refresh process, and Clauses 6.6 (return and data wipe) and 13.5 (EUA loan equipment) apply to that returned EUA in the same way as on end-of-Term return, unless Lanmark expressly agrees otherwise in writing. Payment of the settlement under Clause 6.5.2 does not transfer title to the existing EUA to the Client; the EUA remains Lanmark's property at all times in accordance with Clause 13.5.1.

6.6 End-of-Term return and data wipe

- 6.6.1** On termination or expiry of a PCaaS engagement, the Client will return the EUA to Lanmark in accordance with Clause 13.5. Lanmark will arrange standard end-of-Term collection of the

EUA at Lanmark's cost where the EUA is in the United Kingdom. The Client is responsible for making the complete EUA (including the Primary Device and all peripherals supplied as part of the EUA) available for collection at the agreed time and in reasonable packaging, and for cooperating with Lanmark's nominated courier. Missed collections, repeated failed collections, incomplete returns (such as the Primary Device returned without the selected peripherals), or any failure by the Client to make the EUA available for collection may be charged to the Client at Lanmark's reasonable cost under Clause 13.5.4.

- 6.6.2** On receipt of the returned EUA, Lanmark will perform a secure data wipe to a standard appropriate to the storage media and to the sensitivity of the data reasonably expected to be present, in accordance with Lanmark's standard secure-disposal practice, the Data Protection Legislation and any applicable industry standard adopted by Lanmark in its secure-disposal practice from time to time. The data wipe is included in the standard end-of-Term offboarding and is not separately charged where the storage media is returned intact and reasonably accessible. Where the storage media is missing, has been damaged, has been encrypted in a manner that prevents Lanmark's standard wipe process from operating, or is otherwise inaccessible such that the standard wipe process cannot be applied, Lanmark may securely destroy the media where possible (or, where that is not possible, record the exception in the asset record and the offboarding documentation) and may charge the Client for the reasonable non-standard handling, investigation or destruction cost under Clause 13.5.4. The Client remains responsible for any Client-side backup, encryption and data recovery consequences arising from the condition in which the EUA is returned.

6.7 Support channels and hours

- 6.7.1** PCaaS Service requests, hardware fault reports and operational queries are routed through Lanmark's designated support channels (the Service Tooling, the published service desk email address and the published service desk telephone number).
- 6.7.2** Lanmark engagement management is provided during Support Hours. Where Lanmark engineer time is required outside Support Hours, Lanmark will use reasonable endeavours to provide that support, and additional charges may apply under Clause 13.

7. Client responsibilities

To enable Lanmark to deliver the Service, the Client will:

- (a) provide accurate information about the engagement, including the number and identity of Authorised Users, the Primary Device specification, the operating system platform, any peripheral selections and the tenant details required for imaging and tenant join;
- (b) provide Lanmark with the administrative access required to image the EUA, to join the EUA to the Client's tenant, and (where the Client has a Retainer Support engagement under the IT Support Services Schedule in parallel) to provide ongoing managed support;
- (c) look after each EUA in its care, including ensuring that each Authorised User uses the EUA in accordance with the OEM's intended use, the Client's acceptable use policy and any Lanmark-published care guidance from time to time, and avoiding damage, environmental risk and unauthorised modification of the EUA;
- (d) maintain insurance for the EUA at full replacement value, with a reputable insurer, against loss, theft and damage, for the duration of each PCaaS engagement, and provide evidence of that insurance to Lanmark on reasonable written request. Where the Client makes an insurance claim in relation to an EUA, the Client will keep Lanmark reasonably informed of the progress and outcome of the claim and will apply any insurance proceeds relating to the EUA towards the amounts owed to Lanmark for replacement cost, repair cost or other relevant Fees under Clause 13.5.4. Failure to insure the EUA, an insurer's refusal of a claim, or any delay or shortfall in insurance proceeds does not displace, reduce or extinguish the Client's liability under Clauses 13.5.4 (replacement cost and related Fees), 13.5.5 (invoicing) or 13.3 (Fees through to the end of the Term);
- (e) report any hardware fault, loss, theft, damage or unauthorised access to the EUA promptly through the Service Tooling and, where there is loss, theft or suspected compromise, take prompt protective steps in cooperation with Lanmark and (where relevant) the Client's IT Support, identity provider or security provider, including (without limitation, and as appropriate to the circumstances) reporting theft to the police, providing the relevant crime reference, helping locate the EUA, disabling the Authorised User's access to the Client's tenant, and cooperating with any remote lock, remote wipe or other protective action available to Lanmark or the Client's other service providers. PCaaS is not a security or threat-detection service, but Lanmark needs the Client to act promptly to reduce device, data and security exposure;
- (f) nominate a Service contact at the Client to authorise PCaaS Service requests, Mid-Term Refresh requests, replacement device arrangements and end-of-Term return arrangements;
- (g) respond promptly to Lanmark requests for information, access, approval or instructions in connection with the Service, including for the secure data wipe at Clause 6.6.2 and for end-of-Term collection;

- (h) ensure that Authorised Users only use the EUA for the Client's business purposes and in accordance with applicable law, the OEM's licence terms and Lanmark's standard PCaaS use guidance;
- (i) notify Lanmark before onboarding (and from time to time as relevant during the Service) where the EUA will routinely contain substantial volumes of special category Personal Data, criminal offence data, children's data or other unusually sensitive data, including where such data is expected to be stored, cached, synchronised or downloaded locally on the EUA (for example, via OneDrive sync, Outlook mail cache, line-of-business application local stores, or local downloads) (Clause 10);
- (j) on termination or expiry of a PCaaS engagement, return the EUA to Lanmark in accordance with Clause 13.5, in good working order subject to fair wear and tear, with the storage media intact for the secure data wipe at Clause 6.6.2.

Where the Client does not meet a responsibility under this Clause 7, and that failure causes or materially contributes to a Service failure, a loss of or damage to the EUA, a Client loss arising in connection with the Service or a third-party claim, Lanmark is not liable for the consequent loss or damage, and the Client's indemnity at Clause 8 applies to the extent set out in Clause 8.

8. Indemnification

- 8.1** The Client will indemnify Lanmark against any third-party claim made against Lanmark (including regulatory action by any regulator or supervisory authority, and including claims by employees, customers or counterparties of the Client), and against Lanmark's reasonable costs and expenses (including reasonable legal fees) incurred in connection with such third-party claim or regulatory action, in each case to the extent the claim or action arises out of or in connection with:
- (a) the Client's breach of any obligation under this Schedule, the MSA, the OEM's standard licence terms or any other Third Party Provider Terms relevant to the EUA;
 - (b) the Client's failure to provide accurate or complete information about the engagement, the Authorised Users, the tenant or the in-scope environment;
 - (c) the use of the EUA by any Authorised User or other person under the Client's instruction or control in a manner that is unlawful, infringes a third-party right, breaches the OEM's licence terms, breaches any applicable law, regulation, code of conduct or acceptable use rule, or breaches the Client's own acceptable use policy (where, in the case of the Client's own acceptable use policy, the policy has been made available to the Authorised User and, where Lanmark is expected to rely on it, provided to Lanmark or referenced to Lanmark in writing);
 - (d) Personal Data, content or other material placed by an Authorised User on the EUA that is unlawful, infringes a third-party right, is unauthorised by the Client, is excessive in volume or category for the EUA's intended business use, or is otherwise non-compliant with applicable law, regulation, the Client's own data protection arrangements or the Client's acceptable use policy, save to the extent that the placement of that material is at Lanmark's instruction. For the avoidance of doubt, ordinary business data placed on the EUA in normal use by the Authorised User does not, of itself, trigger this Clause 8.1(d);
 - (e) the Client's failure to look after the EUA in its care, or any environmental, safety or security incident attributable to the Client's handling of the EUA;
 - (f) any third-party claim or regulatory action arising from the Client's failure to return the EUA on termination as required under Clauses 7(j) and 13.5 (for the avoidance of doubt, the first-party charges under Clauses 13.5.3, 13.5.4 and 13.5.5, and the Fees through to the end of the Term under Clause 13.3, are separate first-party payment obligations of the Client to Lanmark and are not subject to this indemnity).
- 8.2** The indemnity at Clause 8.1 does not apply to the extent that the matter giving rise to the third-party claim or regulatory action is caused by the gross negligence or wilful misconduct of Lanmark, or by Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. For the avoidance of doubt, the indemnity is given without prejudice to, and does not narrow, the non-excludable carve-outs at Clause 18.1 of the MSA.
- 8.3** The Client's indemnity at this Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA (including the per-Service per-Contract Year cap at Clause 18.2 and the exclusions at Clause 18.3 of the MSA). Clause 18.2.2 of the MSA applies.

8.4 Lanmark will give the Client prompt written notice of any third-party claim or regulatory action that may give rise to an indemnity under Clause 8.1, and will not settle or admit liability without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). The Client may take conduct of the defence at the Client's cost where Lanmark gives its prior written approval, such approval not to be unreasonably withheld. Lanmark may refuse approval where, in Lanmark's reasonable opinion, the claim or regulatory action concerns Lanmark's own legal, regulatory, confidentiality or reputational interests, including (without limitation) any matter involving Lanmark's confidential information, Lanmark's device build, imaging or configuration processes, Lanmark's security tooling, Lanmark's OEM relationships, Lanmark's asset management systems or methodology, Lanmark's secure-disposal processes, other clients of Lanmark, or any direct investigation of Lanmark by a regulator or other authority. Where Lanmark refuses approval, Lanmark will assume conduct of the defence and will keep the Client reasonably informed.

9. Disclaimers

9.1 PCaaS is a loaned-device Service. The Service does not guarantee uninterrupted operation of any EUA, or any particular performance, durability or longevity of any EUA, in every circumstance. In particular, and without limitation, Lanmark does not warrant or guarantee that:

- (a) any EUA will operate without fault, performance variability, downtime or hardware incident;
- (b) the OEM operating system or any firmware bundled with the EUA will operate without fault, vulnerability or interruption, or will receive any particular ongoing support from the OEM. Lanmark will use reasonable endeavours, through normal OEM channels, to supply EUA that remains suitable for ordinary business use during the Term, subject to OEM lifecycle, OEM-published end-of-support timelines and OEM-driven availability;
- (c) replacement of a failed EUA will occur within a particular timeframe in every case (the target at Clause 5.1.1 is a service management target and not a guarantee);
- (d) any application, file, configuration or data stored by or for the Authorised User on the EUA will be recoverable after a hardware failure, replacement, Mid-Term Refresh, secure data wipe or end-of-Term return. The Client is responsible for ensuring that Authorised User data on the EUA is backed up or migrated before hardware replacement, Mid-Term Refresh, end-of-Term return or secure data wipe, and Lanmark is not required to verify that the Client has done so unless Lanmark has expressly agreed to do so in writing (Authorised User data backup may be supplied under the Backup Services Schedule if the Client subscribes to it);
- (e) the EUA will be free from acts of malicious activity (including ransomware), security incidents or unauthorised access caused by Authorised User behaviour, Client environment configuration or factors outside Lanmark's reasonable control. For the avoidance of doubt, PCaaS is not a security or threat-detection service; the Service does not have, and Lanmark does not assume, an obligation to detect malicious activity, which falls within the Managed Cyber Security Services Schedule where the Client subscribes to it and the Client's own security tooling and processes in any event.

9.2 The OEM operating system bundled with the EUA, and any firmware on the EUA, is supplied to the Client under the OEM's standard licence terms. Lanmark does not give any separate warranties (express, implied or statutory) in respect of the OEM operating system or firmware, save to the extent that any such warranty cannot be excluded under applicable law. This Clause 9.2 does not exclude any warranty or other obligation that cannot be excluded under applicable law, and does not affect Lanmark's own obligation to deliver the Service in accordance with the MSA and this Schedule.

9.3 Subject to Clause 18 of the MSA, Lanmark is not liable for any Service failure, EUA fault, loss of data stored on the EUA, or interruption to the Authorised User's working pattern that is caused by environmental conditions, human error of the Client or an Authorised User, third-party action, the OEM's products or services operating in accordance with the OEM's terms, or any other factor outside Lanmark's reasonable control, except to the extent caused by

Lanmark's breach of an express obligation under this Schedule or the MSA, the gross negligence or wilful misconduct of Lanmark, or Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law.

- 9.4** The Client acknowledges that PCaaS is a loaned-device Service only. It is not a substitute for the Client's own broader IT support arrangements, security controls, backup arrangements, identity and access management or operational governance, and it does not transfer the Client's residual operational risk in those areas to Lanmark.

10. Data protection particulars

This Clause 10 supplements Clause 13 (Data protection) of the MSA and sets out the Article 28 processing particulars for the Service. Defined terms in Clause 13 of the MSA apply in this Clause.

Article 28 particular	Value for the PCaaS Service
Subject matter of the processing	Provision of the PCaaS Services, comprising the imaging, configuration and delivery of EUA to Authorised Users, the maintenance and replacement of EUA at the hardware level during the Term, and the return and secure data wipe of EUA at end of Term.
Duration of the processing	For the duration of the PCaaS engagement. On end-of-Term return, on Mid-Term Refresh return under Clause 6.5.4, and on return of a replaced failed EUA under Clause 6.4.3, Personal Data on the returned EUA is wiped under Clause 6.6.2 where the storage media permits the wipe to be performed; where the storage media is missing, damaged, encrypted in a manner that prevents the standard wipe process, or otherwise inaccessible, Lanmark may securely destroy the media where possible (or, where that is not possible, record the exception in the asset record and the offboarding documentation). Where an EUA is missing or stolen and is not recovered, Lanmark cannot perform a wipe on the missing media. Lanmark-held records relating to Service operation (asset register entries, serial numbers, fault diagnostics records, replacement records, Mid-Term Refresh records, secure-disposal records) are governed by Lanmark's Data Protection and Retention Policy.
Nature and purpose of the processing	Collection, organisation, storage, retrieval, use, transmission, and (where applicable) deletion or destruction of Personal Data for the purpose of imaging and tenant-joining the EUA, providing ongoing hardware support, replacing failed EUA, processing Mid-Term Refresh requests, and securely wiping or destroying the EUA on return. Where Lanmark engages a third-party secure disposal vendor to perform or assist with the wipe or destruction at end of life, Personal Data on the storage media may be disclosed to that vendor for the purpose of secure wipe or destruction in accordance with the Sub-Processor list at Clause 11. Where the Client has a Retainer Support engagement under the IT Support Services Schedule under the IT Support Services Schedule for the Client, that Schedule governs ongoing remote support of the EUA; Personal Data accessed in the course of that support is also subject to that Schedule.
Types of Personal Data	Personal Data of Authorised Users required to image and configure the EUA (such as user identity, tenant identity, role information) and any Personal Data placed by the Authorised User on the EUA during the Term, which Lanmark may incidentally encounter when handling, repairing, replacing, retrieving or wiping the EUA. Lanmark does not select, filter or curate Personal Data on the EUA, except where such access or handling is necessary to perform the Service or to give effect to a specific written Client instruction.
Categories of data subject	Authorised Users; Client employees, contractors and representatives; and any third parties whose Personal Data the Authorised User holds on the EUA in the course of the Client's business.
Documented instructions for processing	Set out in the MSA, this Schedule, the Order Form, the Lanmark service documentation produced during onboarding, and any further written instructions the Client gives Lanmark from time to time.

Where the EUA will routinely contain special category Personal Data, criminal offence data, children's data or other unusually sensitive data (for example, where a Client in a health, legal, financial or education sector deploys EUA to staff who handle such data in the ordinary course), the Service will incidentally process that data through the hardware handling, replacement and secure-wipe mechanisms. The Client will inform Lanmark before onboarding, and from time to time as relevant during the Service, where the EUA will contain substantial volumes of such data so that appropriate technical and organisational measures can be confirmed.

As a matter of data minimisation, the Client should not provide individual Authorised User passwords to Lanmark unless Lanmark expressly requests them for a defined support purpose and a secure process is used. Imaging, tenant join and ongoing administration of the EUA are designed to be performed using Lanmark's own administrative credentials and the Client's tenant access arrangements, not the personal credentials of Authorised Users.

11. Sub-Processors used in delivering this Service

Lanmark uses Sub-Processors to deliver the Service in accordance with Clauses 13.5 to 13.7 of the MSA. The categories of Sub-Processor used in delivering this Service are:

Category	Role in this Service
OEM hardware and operating system supplier(s)	Manufacture and supply of the EUA hardware and of the OEM operating system bundled with the EUA. The OEM is a Sub-Processor only where the OEM processes Personal Data on Lanmark's behalf in connection with the Service. Where the OEM processes Personal Data on its own account or under its own terms (for example, as a supplier of goods, as licensor of the operating system, or as an independent controller of warranty registration or device telemetry data under the OEM's own published terms), the OEM is a Third Party Provider supplying goods and a licence, and is not Lanmark's Sub-Processor for that processing. The Sub-Processors List identifies which OEM arrangements (if any) operate as Lanmark Sub-Processor arrangements at any time.
Logistics and courier provider(s)	Inbound delivery of the EUA to the Client, and end-of-Term return of the EUA to Lanmark, where Lanmark uses a third-party courier. The courier is a Sub-Processor where it processes Personal Data on Lanmark's behalf in connection with the Service (typically delivery address, signatory name and proof-of-delivery records).
Asset management and Service Tooling provider	Provision of the Lanmark service management and asset register systems used for the engagement, including ticketing, asset records, replacement coordination and reporting.
Secure disposal vendor(s)	Where Lanmark engages a third-party vendor for the secure data wipe at Clause 6.6.2, or for any subsequent end-of-life disposal of EUA hardware, that vendor is a Sub-Processor in respect of the Personal Data on the storage media handled during that process.

The current Sub-Processor in each category is identified in the live Sub-Processors List published at lanmark.com/terms-of-business. The Sub-Processors List is the authoritative source for the identification of current Sub-Processors, the location of processing and any applicable international transfer mechanism.

12. Relationship with OEM and other Third Party Providers

- 12.1** The EUA hardware, the OEM operating system and any firmware are supplied by the OEM. Lanmark procures the EUA from the OEM and presents it to the Client as part of the Service under Lanmark's brand and engagement model, but does not manufacture the EUA or operate the OEM's products.
- 12.2** Where the Service depends on the operation of OEM hardware, firmware, the OEM operating system, OEM warranty arrangements or any other OEM service, Lanmark's obligations under this Schedule are subject to the OEM operating its products and services in accordance with the OEM's terms. Lanmark is not liable for any act or omission of the OEM, including any failure of OEM hardware or firmware to operate as expected, any change in the OEM's terms, or any change in the OEM's pricing or operating model. Clause 17 of the MSA applies.
- 12.3** Logistics and courier providers, asset management and Service Tooling providers, and secure disposal vendors used by Lanmark to deliver the Service are Third Party Providers (and, where applicable, Sub-Processors under Clause 11). The Service is subject to those providers operating their services in accordance with their terms. Subject to Lanmark's obligations under Clause 13 of the MSA and the Data Protection Legislation in respect of its Sub-Processors, Lanmark is not liable for any act or omission of those providers, including any failure of delivery, late delivery, damage in transit or operational incident, except to the extent Lanmark fails to exercise reasonable care in selecting and managing those providers.

13. Service-specific commercial terms

13.1 Fees and pricing

- 13.1.1** The recurring Fees for the Service are set out in the Order Form. The default unit of charge is per Authorised User per month, calculated on the basis of the Primary Device specification and the peripheral selection identified in the Order Form. Material changes in the number of Authorised Users or in the EUA specification during the Term flow through the unit-of-charge mechanism in the MSA and the Order Form.
- 13.1.2** Up-Front Fees (where applicable for onboarding under Clause 3.3.4) and Fees for separately-quoted work under Clause 6.3 are identified in the Order Form or in the relevant quotation, and are invoiced separately at the time the relevant activity is performed.
- 13.1.3** The Fees referred to in this Clause 13.1 are reviewed by Lanmark from time to time and may be adjusted in accordance with the MSA fee-adjustment provisions (Clauses 7.9, 7.10 and 7.11).

13.2 Term and renewal

- 13.2.1** The standard Initial Term for a PCaaS engagement is thirty-six (36) months, unless the Order Form states a different Term. The Subsequent Term is as set out in the Order Form. The default non-renewal notice period is ninety (90) days before the end of the then-current Term, consistent with the MSA default at Clause 20.2. PCaaS is structured on this Term basis because Lanmark's procurement of the EUA, the OEM operating system and the supporting logistics involves a capital outlay that Lanmark recovers across the agreed Term.

13.3 Termination charges

- 13.3.1** Where the Client terminates a PCaaS engagement, or any element of a PCaaS engagement (including by reducing the number of Authorised Users, or by retiring an EUA), before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach under Clause 20 of the MSA, the Client remains liable for the Fees through to the end of that Term.
- 13.3.2** This Clause 13.3 reflects that Lanmark's delivery of PCaaS involves long-term supplier and capital commitments (including the procurement of the EUA from the OEM, the OEM operating system licence cost embedded in the device price, the imaging and configuration cost, the asset management cost and the logistics commitment) that Lanmark cannot recover on Client early termination. The Client's payment obligation under this Clause 13.3 is in addition to any other amounts due in respect of services delivered before termination, including any first-party charges under Clauses 13.5.3, 13.5.4 and 13.5.5.
- 13.3.3** The parties agree that the Client's payment obligation under this Clause 13.3 is a primary payment obligation reflecting the agreed commercial commitment for the Term, and is not a penalty or a secondary damages remedy. The parties have negotiated and accepted the Fees on this basis.
- 13.3.4** Clause 13.3 is a Service-specific application of Clause 20 of the MSA and prevails over any inconsistent position the MSA might otherwise be read to allow for this Service.

13.4 Direct Debit and invoicing

13.4.1 The Client agrees to pay all invoices for the Service by Direct Debit, in accordance with the MSA Direct Debit position for recurring and consumption-based Services. Up-Front Fees, Mid-Term Refresh-related Fees, separately-quoted work Fees and the first-party charges at Clauses 13.5.3 to 13.5.5 are invoiced separately at the time the relevant activity occurs and are payable by Direct Debit unless alternative arrangements are agreed in writing.

13.5 EUA loan equipment

13.5.1 Each EUA supplied under PCaaS is loaned by Lanmark to the Client for the duration of the relevant PCaaS engagement. The EUA remains Lanmark's property at all times. Title to the EUA does not pass to the Client (or to any Authorised User) at any point, regardless of the Term, the Fees paid or any other circumstance.

13.5.2 The Client will look after the EUA in its care in accordance with Clause 7(c), will not alter or remove Lanmark's ownership marking from the EUA, will not allow any lien, charge or security interest to attach to the EUA, will not allow any third party to claim title to the EUA, and will not transfer the EUA outside the United Kingdom without Lanmark's prior written consent.

13.5.3 On termination or expiry of a PCaaS engagement, the Client will return the EUA to Lanmark in good working order subject to fair wear and tear, including all peripherals supplied as part of the EUA, with the storage media intact for the secure data wipe at Clause 6.6.2. Lanmark will arrange standard end-of-Term collection of the EUA at Lanmark's cost where the EUA is in the United Kingdom and the Client makes the complete EUA available for collection at the agreed time and in reasonable packaging. Where the EUA has been moved outside the United Kingdom without Lanmark's prior written consent, where collection is repeatedly frustrated or delayed by the Client's failure to make the EUA available, where the return is incomplete (such as the Primary Device returned without selected peripherals), or where collection is required for any reason other than standard end-of-Term offboarding (for example, in connection with Client breach, a loss or damage event, or Lanmark exercising any other contractual right of recovery), the Client will bear the reasonable retrieval, transport, repackaging and recovery costs incurred by Lanmark.

13.5.4 Where the Client (or any Authorised User or other party acting under the Client's instruction or control) loses, has stolen, damages beyond fair wear and tear, removes Lanmark's ownership marking from, alters, modifies or otherwise interferes with the EUA, or fails to return the EUA at end of Term, the Client is liable to Lanmark, at Lanmark's election, for any one or more of the following Fees, in each case to the extent proportionate to the nature and consequence of the act, omission or failure:

- (a) the replacement cost of the EUA at Lanmark's then-current published rate card price (or, where no rate card is published, at the reasonable replacement cost incurred by Lanmark to provide equivalent equipment), where the EUA is lost, stolen, not returned, or so damaged as to require full replacement;
- (b) the reasonable repair or remediation cost incurred by Lanmark to return the EUA to a serviceable condition, where the EUA is materially damaged beyond fair wear and tear but does not require full replacement;

- (c) the reasonable investigation cost incurred by Lanmark to ascertain the nature, scope and consequence of the act, omission or failure;
- (d) the reasonable reconfiguration, reimaging or sanitisation cost incurred by Lanmark to restore the configuration, operating state or security posture of the EUA.

- 13.5.5** Lanmark will invoice the Client for the Fees due under Clause 13.5.4, with reasonable supporting detail, and the invoice is payable in accordance with the MSA payment terms. Fair wear and tear in the ordinary course of use of the EUA by an Authorised User during the PCaaS engagement does not give rise to any Fee under this Clause 13.5.
- 13.5.6** For the avoidance of doubt, the Client's first-party payment obligations under Clauses 13.5.3, 13.5.4 and 13.5.5 are separate from, and additional to, the Client's continuing obligation to pay the recurring Fees through to the end of the then-current Term under Clause 13.3. Loss of, theft of, or damage to the EUA does not give the Client a right to suspend, reduce or terminate the recurring Fees, and the Client's insurance under Clause 7(d) is intended to address the Client's first-party exposure for those scenarios. The dual exposure is by design: the recurring Fees recover Lanmark's original capital procurement and Service commitment over the agreed Term (regardless of whether the EUA continues to be available to the Authorised User), while the first-party Fees at Clauses 13.5.4 and 13.5.5 compensate Lanmark for the additional cost of replacing, repairing, investigating or reconfiguring the lost, stolen, damaged or otherwise affected EUA.
- 13.5.7** Right to retake EUA. Where the Client fails to return the EUA to Lanmark within the period required under Clause 13.5.3 (end-of-Term return), or where Lanmark has lawfully terminated the Service under Clause 20.3 of the MSA (termination for cause) and the Client has not voluntarily returned the EUA, Lanmark may, by its authorised representatives and on reasonable written notice, attend the Client's site or any other premises at which the EUA is located, and retake possession of the EUA. The Client will give Lanmark reasonable access for this purpose. Lanmark's costs and expenses incurred in recovering the EUA (including storage, insurance, repair, transport, legal and remarketing costs) are recoverable from the Client and are payable on demand. This Clause 13.5.7 applies in addition to Clause 13.5.4 (replacement cost) where the EUA cannot be recovered.
- 13.5.8** Lanmark right to effect insurance. Where Lanmark requests evidence of the Client's insurance under Clause 7(d) and the Client fails to provide that evidence on reasonable request, or where Lanmark reasonably believes the Client has not maintained the insurance required under Clause 7(d), Lanmark may, at the Client's expense, effect and maintain insurance for the EUA at the level required under Clause 7(d). The premiums and any associated costs are recoverable from the Client as a debt due on demand. The exercise of this right by Lanmark does not relieve the Client of its primary obligation to maintain insurance under Clause 7(d).

14. Explicit overrides of the Master Services Agreement

Clause 1.3 of the MSA provides that a Service Schedule prevails over the MSA only in respect of specific service detail and only where the Service Schedule explicitly states an override. The following provisions of this Schedule are explicit overrides of the MSA for the PCaaS Service:

- (a) Clauses 5.1 and 5.2 of this Schedule set the Service-specific Service Level position: replacement device dispatch on hardware failure is supplied on reasonable endeavours, typically within 2 to 3 Business Days, with no formal SLA target (dispatch only, not received, installed or fully operational within that window); engagement targets are targets not guarantees and do not give rise to service credits; the Client's remedy is investigation, remediation and escalation as set out in Clause 5.2.3. This is a Service-specific application of Clauses 17.4 and 18.4 of the MSA;
- (b) Clause 8 of this Schedule sets out a Service-specific indemnity from the Client to Lanmark, limited to third-party claims and regulatory action against Lanmark, and to Lanmark's reasonable costs and expenses incurred in responding, in each case to the extent the claim or action arises from Client-controlled risk in this Service (including inaccurate information, breach of the OEM's licence terms, Authorised User misuse of the EUA, unlawful content placed on the EUA, EUA care and failure to return the EUA on termination). The indemnity at Clause 8 is subject to the limitations and exclusions of liability at Clause 18 of the MSA, including the non-excludable carve-outs at Clause 18.1;
- (c) Clause 9 of this Schedule sets out Service-specific disclaimers, including that EUA hardware, OEM operating systems and firmware are not guaranteed to be free of fault or interruption, that PCaaS is not a security or threat-detection service, that Lanmark is not responsible for backup of Authorised User data on the EUA, and that Lanmark is not liable for Service failure caused by factors outside Lanmark's reasonable control. Clause 9.3 preserves Lanmark's liability for its own breach of an express obligation under the Schedule or the MSA, gross negligence, wilful misconduct, and breach of non-excludable obligations. These disclaimers are the Service-specific operation of Clauses 17.4 and 18 of the MSA;
- (d) Clause 13.3 of this Schedule sets out a Service-specific termination charges position: where the Client terminates a PCaaS engagement (or any element of it) before the end of the Initial Term or the then-current Subsequent Term, for any reason other than the Client's right to terminate for Lanmark's material breach, the Client remains liable for the Fees through to the end of that Term, as a primary payment obligation. This reflects the back-to-back OEM, capital and engineering commitments that Lanmark cannot recover on Client early termination. This is a Service-specific application of Clause 20 of the MSA;
- (e) Clause 13.5 of this Schedule sets out the EUA loan equipment regime, including Lanmark's ongoing ownership of the EUA, the Client's obligation to return the EUA on termination, the cost shift for non-UK or frustrated collection, the menu of proportionate Fees (replacement cost, repair or remediation cost, investigation cost, reconfiguration or reimaging cost) for the Client's loss, theft, damage, alteration, interference with or failure to return the EUA, and the express preservation of the

Client's continuing obligation to pay the recurring Fees through to the end of the Term even where the EUA is lost, stolen or damaged.

Save as set out above, this Schedule does not override the MSA. Any provision of this Schedule that conflicts with the MSA without expressly stating an override under this Clause 14 is to be read consistently with the MSA in accordance with Clause 1.3 of the MSA.