

CSP ESSENTIALS SERVICES SCHEDULE

This CSP Essentials Schedule forms an integral part of the CSP Terms and/or the CSP Standalone Agreement (as appropriate) and is incorporated into each of those documents. This CSP Essentials Schedule refers to all Services included with CSP Essentials.

If any inconsistencies should arise between these CSP Terms and the Agreement, this CSP Essentials Services Schedule shall prevail unless expressly otherwise stated.

1.0 Portal Terms

1.1 Scope

This section 1 contains specific terms relating to the Customer's use of the Portals.

1.2 Ownership

The Customer acknowledges and agrees that Ultima, its partner providers or licensors are the sole and exclusive owners of all Intellectual Property Rights in the Portals, and the Customer shall acquire no right, title, or interest in the Portals, other than any rights expressly granted in the Agreement.

1.3 License and License Restrictions

1.3.1 Grant of License.

Permission is hereby granted, free of charge, to any person obtaining a copy of the Portal and associated Documentation files, to deal in the Portal without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Portal, and to permit persons to whom the Licensed Software is furnished to do so, subject to terms and conditions of the Agreement.

1.3.2 Security.

The Customer will protect the Portal at all times from unauthorised access, use or damage by any party. The Customer shall immediately notify Ultima of any unauthorized access, use or damage of the Portal and, if requested by Ultima, report such loss to the local authorities.

1.3.3 Limits of Licence.

Except for the limited license to use the Portal expressly granted in the Agreement, no other rights or licenses are granted by Ultima under the Agreement in relation to the Portal, either directly or by implication, estoppel or otherwise, under any patents, copyrights, mask works, trade secrets or other Intellectual Property Rights of Ultima, its partner providers, licensors or its Affiliates or suppliers.

2.0 Azure Portal Terms

2.1 Scope.

This section 2 contains specific terms relating to the Customer's use of the Azure Management Portal (in the case of an Indirect Customer) and the Direct Azure portal (in the case of a Direct Customer).

2.2 Fair Use Policy

2.2.1 The Customer agrees, not to modify, port, adapt, translate, frame or mirror the Licensed Software or any related software (collectively as the "**Software**"), or to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of such Software. The Customer shall not sublicense, assign or transfer the Software or any rights in the Software, or authorise or permit any non-public portion of the Software to be accessed by another individual or entity other than employees and individual contractors (e.g. temporary employees) of the Customer that have been authorised by the Customer to access the non-public portions of the Software.

2.2.2 The Customer may download and make copies of the Documentation (being manuals, materials, information, instructions, and other printed materials, whether in printed or electronic form, that Ultima provides with the Licensed Software "**Documentation**") for the Customer's internal use, but no more than the amount reasonably necessary. The Customer must retain on all such copies all copyright and other proprietary notices that appear on or in such Documentation.

2.2.3 The Customer shall use commercially reasonable efforts to prevent unauthorised access to or use of the Software through the Customer's systems or accounts and shall promptly notify Ultima of any such unauthorised access or

Ultima Business Solutions Limited CSP Essentials Services Schedule - Linked

use of which the Customer is aware. The Customer shall not use the Software in any unlawful manner or to facilitate any unlawful acts. The Customer shall be liable for the acts and omissions of its End-Users in this respect.

2.2.4 The Software and any copies that the Customer is authorised to make are the Intellectual Property Rights of Ultima, its partner providers and its licensors. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Ultima, its partner providers and its licensors. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions, and any applicable laws in the country in which it is being used. Except as expressly stated herein, access to the Software does not grant to the Customer any Intellectual Property Rights in the Software.

2.2.5 In no event will Ultima be liable for losses arising out of any use, or inability to use, any offering made available by Ultima under the Agreement, including, without limitation, special, indirect, direct or consequential losses, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if the Customer advises Ultima of the possibility of such damages. To the extent permitted by applicable law, the Customer's recovery from Ultima for any direct damages will not exceed the price of the offering at issue. To the extent that the preceding limitation of liability is deemed invalid under applicable law, Ultima's total liability in any event will not exceed one hundred percent (100%) of the charges paid under the Agreement during the twelve (12) months preceding the date on which the claim arose. The Customer is solely responsible for any content, application, or software that the Customer or the Customer's customers load into or created within any Service or offerings. The Customer agrees, at the Customer's sole cost and expense, to indemnify, defend, and hold Ultima, its partner providers and licensors harmless from any claims, damages, liabilities, costs, and expenses or settlement arising out of or in any way connected with: (i) any such content, application, or software, or any loss or corruption thereof; (ii) any access to the Azure Portals by non-authorized personnel; or (iii) any use of any offering in combination with other offerings or Products or in violation of this CSP Essentials Schedule. This provision of liability shall take precedent over any other liability provision in the Agreement.

2.3 **Ultima's Reserved Rights, New Program and Tools, And Discontinuances**

2.3.1 Subject to the notice provisions below, Ultima reserves the right to modify or discontinue its cloud program(s) and cloud program tool(s) ("**Tools**"). Ultima may, in its sole discretion, discontinue a Program(s) or Tool(s) at any time. Ultima will give the Customer ninety (90) Days' notice of the discontinuance of a Program(s) or Tool(s). Discontinuance does not affect orders accepted prior to the date of discontinuance, but new orders will not be accepted after the date the Program(s) or Tool(s) is discontinued.

2.3.2 Ultima may, in its sole discretion, modify a Program(s) or Tool(s) from time to time, for example to work with new third-party products and services and to stay current with changing standards. Ultima will give the Customer thirty (30) Days' written notice of the modification of and of substantive modifications to a Program or Tool description. Such modifications may affect existing and new orders. Within sixty (60) Days of receipt of a notice of modification to a Program or Tool, the Customer may cancel the Customer's order for that Program without liability.

3.0 **Termination**

3.1 All terms and conditions relating to termination shall be as stipulated in the CSP Terms.

3.2 Termination of the licences will not affect any other Services provided under the Agreement.

4.0 **Service Description**

4.1 The Service Description for CSP Essentials support to Direct and Indirect Customers is [here](#).

5.0 **Service Levels Agreement - Direct Customers only**

5.1 The Service Description for CSP Essentials support to Direct Customers contains the service levels.

6.0 Service Levels Agreement - Indirect Customers only

6.1 Service Management

This section 6 contains specific terms relating to Service Levels Agreements for Indirect Customers and CSP Essentials only.

For details of tasks covered by Ultima's break fix support please refer to the CSP Break Fix Support Document at section 6.5, this goes into detail of tasks per product group including any monthly limitations and comments on out of scope details.

The CSP Support Desk will record as a minimum, the following information requirements in order to best track the history of an incident from registration through to resolution. This information will be presented backed to the Customer as a quarterly report. This information we will be able to review and analyze the different types of problems the Customer is having and if there are any trends that need to be addressed with additional services or training to benefit the Customer.

The report will include the below information:

- Date and time incident was logged
- Medium used - phone/email
- Classification – Azure, Office 365, Dynamics 365
- Category from service descriptions – general, exchange online etc.
- Description of the issue
- Solution
- Priority level that was given
- Impact – single user or multiple users
- Response time

The CSP Support Desk will record and prioritise the incident then perform an initial fifteen (15) minutes of troubleshooting with the end user in order to resolve the incident. For common issues the CSP Support Desk may issue knowledge articles to the end user in order to provide a resolution.

The CSP Support Desk may remote into the Customer's Office 365 Admin centre to troubleshoot and speed up the resolution time of the incident.

Calls not resolved in the initial fifteen (15) minutes of troubleshooting are passed to the next level of technical support for resolution, the user is advised their call has been assigned and they will be contacted by a 2nd level engineer in order to progress the issue.

As part of this Service, the CSP Support Desk maintains ownership of all incidents through to closure.

The status of outstanding incidents is continuously monitored, so that countermeasures may be introduced as soon as possible if Service Levels are likely to be breached.

The CSP Support Desk will keep the end user informed of incident progression. In the event the end user does not issue a response to the CSP Support Desk after being contacted on three separate occasions the service request will be closed.

6.2 Service Level

This section details the target measurements to assess performance of the CSP Support Desk. Service measurements have been identified to manage the success of the service provided. All measurements are calculated from the data collated from the CSP Support Tool in each calendar month.

Phone Call SLA	
Abandoned call rate:	<= 10%
Calls answer rate:	>= 90%
Average speed to Answer:	60/60 (60% of calls within 60 seconds)
Email SLA	
Email Response Time:	>= 90% to be responded within 1 hour
First Call Resolution	

Ultima Business Solutions Limited
CSP Essentials Services Schedule - Linked

FCR Target	>=95% tickets not to be repeated within seven Days after closure
Ticket Generation SLA	
From phone	immediately
From email	<= 30 minutes
From Live Chat	immediately

Resolution Time (RT)

Ultima does not commit or guarantee any Resolution Time (RT), with no exceptions. Resolution Time (RT) is set upon investigation based on issue reported and system complexity. Resolution timelines cannot be guaranteed as each issue and system architecture may be different based on Customer needs, industry and product usage.

6.3 Call Priority Classification

As part of the call logging process the Expert Desk use the matrix below to define a call priority level.

Severity	Description	Initial Response Time (IRT)*	Ongoing Communication Goal
A - Critical	One or more services aren't accessible or unusable	<= 1 Hours	Upon updates
B - Urgent	Service is usable but in an impaired fashion	<= 2 Hours	Upon updates
C - Important	Issue important, but no significant service impact	<= 4 Hours	Upon updates

6.4 How to contact Ultima for support?

6.4.1 Email Contact

Service Required	Email Address	Operating Hours / SLA
Billing and Subscription	csp@ultima.com	Mon-Fri 9-5.30pm, 2-hour SLA
Licensing changes, adjustments and usage queries	csp@ultima.com	Mon-Fri 9-5.30pm, 2-hour SLA
Licensing and product advice and queries	csp@ultima.com	Mon-Fri 9-5.30pm, 2-hour SLA
Support	support@ultima.com	24 x 7, up to 4-hour SLA, 80% responded to within 1 hour
Escalation requests	csp@ultima.com	Mon-Fri 9-5.30pm, 2-hour SLA

6.4.2 Phone Contact

Service Required	Phone Number	Operating Hours
Billing and Subscription	0333 015 8900	Mon-Fri 9-5.30pm
Licensing changes, adjustments and usage queries	0333 015 8900	Mon-Fri 9-5.30pm
Licensing and product advice and queries	0333 015 8900	Mon-Fri 9-5.30pm
Support	0333 015 9399	24 x 7
Escalation requests	0333 015 8900	Mon-Fri 9-5.30pm

6.5 Ultima CSP Break Fix Support - Essentials

All support and tasks provided under the CSP Break Fix Support is detailed within the below document

<https://info.ultima.com/hubfs/Ultima%20CSP%20Break%20Fix%20Support%20Scope%20Detail%20v1.xlsx>

6.6 Service Exclusions

The following are excluded from this Service Level Agreement:

Ultima Business Solutions Limited
CSP Essentials Services Schedule - Linked

- 6.6.1 Any work requiring an onsite visit will be deemed chargeable and a purchase order must be supplied by the Customer prior to commencement.
- 6.6.2 Any activities or responsibilities that relate to events, incidents or security breaches by the Customer's employees or representatives that compromise the solution security or availability.
- 6.6.3 Any events incidents or security breaches caused by unsupported Software.
- 6.6.4 Any activities or responsibilities that relate to the Customer not undertaking reasonable upgrade or patching programmes as recommended by Ultima or the applicable Manufacturer that leads to the Customer's infrastructure not being fully protected as a result.
- 6.6.5 Support for custom development, custom applications, custom scripting, custom design unless specifically referred to within this Service Level Agreement.
- 6.6.6 Any project work, upgrade work, major enhancements or configuration, such activities are treated as chargeable work.
- 6.6.7 Any works not included within the Services Schedules.
- 6.6.8 Any hybrid or on-premise issues, CSP is predominantly a cloud solution.
- 6.6.9 Any tasks outside the stated ones in these terms and the extended descriptions found in CSP Break Fix Support – Essentials.
- 6.6.10 As set out in Clause 6.2 of this CSP Essentials Schedule.