

**GLORY**



**UBIQULAR™ MASTER AGREEMENT  
PROFESSIONAL SERVICES  
SERVICE DESCRIPTION**

Where a Professional Service is specified as applicable in a UBIQULAR Schedule, this Service Description sets out the scope of the Professional Services to be performed by the Supplier.

## **INSTALLATION, PROVISIONING AND COMMISSIONING**

### Service Description

#### **Installation and Enablement of the Programs**

Where required:

- installation of the Programs on any Authorised Device which does not have the Programs pre-installed;
- upgrade of the Programs where the Programs were pre-installed on an Authorised Device but an upgrade to the latest version is required;
- enablement of the Programs where the Programs were installed on an Authorised Devices but has not been activated to permit transmission of communications with the Cloud Services.

#### **Configuration of the Programs**

In respect of each Authorised Device, configuration of the parameters required for the Programs including the endpoint name, proxy details and the specific Authorised Device identity parameters.

#### **Provisioning of organisational structure**

With effect from the Cloud Services Commencement Date and as new Authorised Devices are connected to the Cloud Services, configuration the organisational requirements necessary to effectively manage the Authorised Device estate including parameters such as address, access permissions and opening hours of each Location.

#### **Provisioning of Cloud Services**

Provisioning and configuration of the Cloud Services to accept communications from Customer's Authorised Devices and setting of the parameters required including threshold and alarm levels.

#### **Setup of Authorised User and connection to two-factor authentication provider**

Where the Customer has subscribed for Authorised Users, provisioning and configuration of the associated user accounts including designating necessary roles and groups for visibility within the Cloud Service and, optionally, connection to an external two-factor authentication mechanism for user validation.

#### **Customer Obligations**

Customer will grant Supplier access to their internal network for the purpose of connecting Authorised Devices to the Cloud Services which shall include:

- ensuring the network will recognise the devices;
- ensuring appropriate ports are available and white listed as required;
- making available appropriate power and network connections.

Customer will make Supplier aware of any specific network security requirements in their environment.

#### **Assumptions**

The Customer has sufficient IT infrastructure, as advised by the Supplier, to support the provision of the Cloud Services, and that this infrastructure is adequately maintained.

## Service Level Agreement

Supplier shall make commercially reasonable efforts to adhere to any dates and times agreed between the Customer and Supplier which will be deemed to be an estimate only and Supplier shall not be liable for any loss or damage caused by any delay in delivery howsoever caused.

## Out of Scope

The following services and activities are out of scope of the Services:

- any building or construction requirements or changes to the premises to enable the Supplier to deliver the Services;
- upgrading, updating or otherwise altering the Customer's network to bring the Customer's network up to the required minimum specification, or
- the performance of any Service Exclusion.

## LEVEL 1 SUPPORT TRAINING

### Service Description

Training for Authorised Users as agreed with the Customer for relevant Cloud Services. This may take the form of "train the trainer" as agreed with the Customer

### Customer Obligations

Identify individuals who require training and ensure their availability for the relevant courses.

### Assumptions

Course attendees should have an adequate level of business English to be able to participate in the training sessions, unless otherwise agreed with the Customer.

## Service Level Agreement

Supplier shall make commercially reasonable efforts to adhere to any dates and times agreed between the Customer and Supplier for the performance of the Services which will be deemed to be an estimate only and Supplier shall not be liable for any loss or damage caused by any delay in delivery howsoever caused.

## Out of Scope

The following services and activities are out of scope of the Services:

- delivery of additional training sessions beyond the initial session agreed by Supplier;
- delivering the Services to more than 5 individuals from within the Customer organisation;
- delivering the Services outside Standard Hours;
- the performance of any Service Exclusion.

## ADDITIONAL PROFESSIONAL SERVICES

If "Additional Professional Services" is specified as applicable in the UBIQULAR Schedule, the Supplier and Customer shall be required to enter into a Statement of Work in substantially the same form as specified in this Service Description.

The Supplier shall have no obligation to deliver the Additional Professional Services until such time as the relevant Statement of Work has been duly executed by authorised representatives of both parties.

## Appendix 1

### Template Statement of Work

This Statement of Work (“SOW”) is entered into by:

[Supplier name], a company registered in England with company number [ ] and having its registered office at [ ] (“Supplier”)

[Customer name], a company registered in [England] with company number [ ] and having its registered office at [ ] (“Customer”)

with effect from [insert date] (the “SOW Effective Date”) and is subject to and governed by the terms of the UBIQULAR Schedule entered into between the parties on [ ] together with the applicable Terms and Conditions and Services Terms specified therein (the “Agreement”).

*[All highlighted sections to be completed. Where options are provided, delete the option not being used. All instructions to be deleted prior to finalising SOW.]*

#### 1. General Project Description

*[Insert project description]*

#### 2. Scope of Services

Pursuant to and on the terms set out in this SOW and the Agreement, Supplier will deliver the following services (the “Services”):

*[include full and detailed description of the services to be delivered]*

#### 3. Service Requirements

**OPTION 1**

With respect to the Services, the following minimum requirements apply:

*[Insert details of GGS’ minimum requirements for the Services.]*

**OR OPTION 2:**

Not Applicable

#### 4. Service Levels

**OPTION 1**

With respect to the Services and the scope of this SOW, Supplier shall ensure that:

*[Insert agreed service levels, the appropriate response for each different category of service level and associated response times.]*

**OR OPTION 2:**

Not applicable

#### 5. Supplier Responsibilities

**OPTION 1:**

With respect to the Services and the scope of this SOW and in addition to the terms of the Agreement, the Supplier will:

*[Insert details of SOW specific responsibilities of Supplier.]*

**OR OPTION 2:**

The terms of the Agreement apply.

**6. Customer Responsibilities**

**OPTION 1:**

With respect to the Services and the scope of this SOW and in addition to the terms the Agreement, GGS will:

*[Insert details of SOW specific responsibilities of Supplier]*

**OR OPTION 2:**

The terms of the Agreement apply.

**7. Assumptions**

**OPTION 1:**

Customer acknowledges and agrees that the Supplier's ability to perform the Services depends on:

*[Insert any assumptions which must be fulfilled and true in order for GGS to deliver the Services].*

**OR OPTION 2:**

Not applicable

**8. Deliverables and Milestones**

*[Insert description of all Deliverables to be delivered as part of the Services together with the associated Acceptance Criteria, Delivery Date and required evidence for confirming that the deliverable has been accepted. The Acceptance Criteria should be clear, measurable and objective. The required evidence for acceptance can be a sign-off from the responsible representative for GGS and, in such case, the column should identify the relevant representative by their title/role.]*

*If there are project Milestones, group the Deliverables which are applicable to a single Milestone together.*

	<b>Deliverable</b>	<b>Acceptance Criteria</b>	<b>Delivery Date</b>	<b>Required Evidence / Sign-Off</b>
<b>Milestone 1</b>				
<b>Milestone Date: [specify]</b>				

<b>Milestone 2</b>				
<b>Milestone Date: [specify]</b>				

**9. Change Control Procedure**

**OPTION 1**

[Insert a Change Control Procedure.]

**10. Charges**

The following fees apply for the Services specified in this SOW:

[Set out the charges for the Services. Specify whether the charges are on a time and materials basis or fixed price. If time and materials, specify daily fee rate card. If fixed price, set out the payment schedule (i.e. the amount attributable to each Milestone).

[If the payments are to be made in any currency other than pounds sterling, specify the currency.]

GGs will only reimburse the Supplier for such reasonable accommodation, subsistence, travelling or other ancillary costs and expenses incurred by Supplier Team members in connection with provision of the Services (“**Expenses**”) which are submitted to GGS for approval prior to the Supplier incurring such expenses (and subject to such reasonable conditions as GGS may stipulate on its approval) and where the Supplier provides valid receipts for the pre-approved expenses.

**11. Governance**

[insert appropriate governance structure for daily management of the project and a governance structure for escalations]

**12. Warranties**

**OPTION 1:**

In addition to the warranties specified in the Agreement, the Supplier hereby warrants, represents and undertakes:

- (a) [insert any additional warranties to be given by Supplier.]

**OR OPTION 2:**

The terms of the Agreement apply.

**13. Data Protection**

[GGs Information Security team to be engaged to conduct an assessment of the Services and any data protection considerations and appropriate terms to be included]

**14. Additional Terms**

**OPTION 1:**

In addition to the terms specified above, the following terms apply:

*[Insert additional terms which the parties agree apply to this SOW.]*

**OR OPTION 2:**

Not applicable.