

This service level agreement (“**SLA**”), between you and Datcom, together with Datcom’s Master Services Agreement and Order forms the Contract between you and Datcom.

1. INTERPRETATION

- 1.1. Terms defined in Datcom’s Master Services Agreement and the SLA for Support Services shall have the same meaning in this SLA.
- 1.2. In addition, the following definitions shall apply:
 - “**Extended Hours Support**” is defined in clause 2.1.1 below
 - “**EHS**” means Extended Hours Support
 - “**Engineer**” means a the Datcom employees providing support on EHS
 - “**Out Of Support Schedule**” means an Incident Request which falls outside of the Support Schedule
 - “**Pending**” means an Incident Request which is awaiting feedback from the Customer, third-party or Hardware
 - “**EHS Service**” means the Extended Hours Support service
 - “**EHS Support Hours**” means the date and times which the Customer has the right to support for the EHS Service
 - “**Support Period**” means the period from the Services Start Date until the end of the Term for EHS Services

2. EHS SERVICE

- 2.1. Datcom’s EHS Services covered by this SLA include:-
 - 2.1.1. Extended Hours Support
- 2.2. Datcom’s services not covered by this SLA:-
 - 2.2.1. All other services
- 2.3. The EHS Services and EHS Support Hours may not be reduced to a level below that which is placed on the Order.
- 2.4. The EHS Support Hours is defined within the Order Form.

3. CHARGES

- 3.1. All charges are automatically incurred on the placement of an Incident Request (see clause 4.1 below), including voicemail.
- 3.2. It is the Customer’s responsibility to control who can place Incident Requests and to ensure the EHS Service is not misused.
- 3.3. The first hour charge for a new Incident Request is £180 or as specified on the Order Form.
- 3.4. The hourly charge of the Service is £180 or as specified on the Order Form.
- 3.5. Out Of Support Schedule charge is £540 for both the initial hour and each subsequent hour.
- 3.6. All mileage will be charged to the Customer at 50 pence per mile.

4. REPORTING REQUESTS

- 4.1. The Customer shall report new Requests by telephoning the EHS number.
 - 4.1.1. Text messages and emails are not accepted forms of communication for reporting new Incident Requests.
 - 4.1.2. The Customer must only report Incident Requests within the Support Schedule specified on the Order. Any Incident Request reported outside of the Support Schedule will be classed as Out Of Support Schedule and an additional charge will be applied as well as the initial charge for a new Incident Request.
- 4.2. An answer to an Incident Request does not have to be immediate. The Customer should leave a message with their name and number and a simple explanation of the technical issue. The Engineer will acknowledge the Incident Request within one hour.

4.3. Up to half an hour after acknowledgement of an Incident Request by the Engineer, the Engineer shall proceed to analyse the information given to him by the Customer and by remotely accessing the Customer's computer systems. The Engineer shall inform the Customer of his conclusions and of the possible actions that will need to be taken.

4.3.1. Remote support; The Engineer, if he feels it is appropriate, will attempt to fix the problem remotely. If this is unsuccessful, or the Engineer concludes it will require a site visit, the Engineer will proceed to the Customer's premises.

4.3.2. Onsite support; The Engineer will drive to the Customer's premises and proceed to resolve the issue.

5. EXCLUSIONS

5.1. This SLA offers no break fix timescales.

5.2. Failure by the Customer to keep to keep their account in good standing will mean the EHS Service and all other services may be placed on hold.