This Service Level Agreement ("**SLA**"), between you and Datcom, together with Datcom's Master Services Agreement ("MSA") and Order forms the Contract between you and Datcom.

1. INTERPRETATION

1.1.　　Terms defined in Datcom's Master Services Agreement shall have the same meaning in this SLA.

1.2.　　In addition, the following definitions shall apply:

"**χ LS**" refers to the level of Line Support, such as 1st Line Support.

"**χ Line Support**" refers to the technical ability of the team member. 1st is an entry to experienced support engineer called an IT Analyst, 2nd is an experienced engineer called an IT Engineer, and 3rd and 4th refers to an experienced and knowledgeable team member who would typically specialise in certain technological areas and software called an IT Professional.

"**Back-Up Policy**" The Customer's Data back-up policy or procedure

"**Pending**" means a Ticket which is awaiting feedback from the Customer or third-party, or awaiting an event or date

"**Service Desk**" means Datcom's support team and software that delivers the Service to the Customer

"**Severity**" means the degree of impact on the end user or Customer. Severity is assigned to Tickets

"**Support**" means any time that Datcom spends providing technical or administrative work on the Customer's Systems whether in or out of Contract.

"**Support Components**" means the sub components of a Support Service that Datcom is contracted to supply.

"**Support Hours**" means the times which the Customer can consume their Support Service.

"**Support Package**" means a Support Service with additional Support Components or other customisations included in the Service.

"**Support Period**" means the period from the Services Start Date until the end of Term for Support Services

"**Support Service**" means OnDemand, OnDemand Blocks, Lite, User and Device.

"**Ticket**" is a record created by the Customer, Datcom or software with the Service Desk for work to be completed by Datcom.

2. SUPPORT PERIOD AND HOURS

2.1.　　During the Support Period Datcom shall perform the Support Services during the Support.

2.2.　　Datcom's Support Hours do not include Weekends or Public Holidays.

2.3.　　The default Support Hours delivered to customers is between 0900 to 1700.

2.4.　　All on-site Support Hours are between 0900 and 1700 hours.

2.5.　　The remote support for Support Services have different Support Hours, these are:-

SUPPORT SERVICE	SUPPORT HOURS
Lite	0900 to 1700
User	0800 to 1800
Device	0800 to 1800

2.5.1.　　Any Support outside the remote or on-site Support Hours will be subject to a charge at the current standard hourly rate without notification to the Customer.

3. CHARGES

3.1.　　The Recurring Fee for the Support Services is calculated based on the number of devices or users as provided by the Customer and/or the number of IT engineers directly employed by the Customer.

3.2.　　The Order Form states the starting Recurring Fee for Support Services. Datcom will review the Customer's quantities of users, devices and IT personnel on a monthly, quarterly or annual basis. Any changes in quantities of users, devices or the Customer's IT personnel will result in a change in the Recurring Fees.

3.3.　　If the size of the Customer's systems decreases, then the change in the Recurring Fees can be no less than 90% of the fee agreed on the Order Form.

3.4.　　All Recurring Fees for Support Services must be paid at least one month in advance of the Support Period concerned and relating to the charge via Direct Debit or Standing Order.

3.5.　　One-Off Fees will be charged at the following rates: -

3.5.1.　　£75 per hour during Support Hours

3.5.2.　　£105 per hour for projects, solutions and 3LS

3.5.3.　　Work outside of the Support Hours will be charged at 50% more than the standard hourly rate

3.6.　　All on-site visits, OnDemand support, OnDemand Blocks and excluded items, as specified in clause 7, shall be subject to One-Off Fees and Additional Charges.

3.7.　　One unit of Support time is 6 minutes.

3.8. Each on-site visit shall be charged at 10 units, or at an hour, as a minimum. After the first hour Datcom will charge in units of 6 minute intervals.

3.9. All time incurred in providing time based services shall be calculated in units of 6 minutes, the minimum charge for OnDemand support and OnDemand Blocks is always 6 minutes for each piece of work

3.10. Travel Costs

3.10.1. All on-site visits will be subject to a charge of fifty pence per mile.

3.10.2. Where travel time is extensive, more than 4 hours in a day, then Datcom will apply Additional Charges to cover the expense of the engineer's time.

3.10.3. The following travel costs to supply the Service will be chargeable: -

3.10.3.1. Breakfast, Lunch and Dinner as and when the engineer is working away from home or the Customer has requested support on the Systems out of their contracted Support Hours.

3.10.3.2. Train travel costs

3.10.3.3. Air travel costs

3.11. If the Customer requests or needs replacement hardware or software Datcom may charge for postage at Datcom's standard rates and charge for any professional services time required to configure the Hardware or software as applicable.

3.12. Datcom's standard hourly rates for Additional Charges shall be as set out in the Order or as otherwise advised in the MSA or this Agreement.

4. SUPPORT SERVICES

4.1. Datcom's Support Services covered by this SLA include:-

4.1.1. Service Desk OnDemand (previously known as Ad-Hoc support.)

4.1.2. Service Desk OnDemand Blocks (previously known as Pre-Paid support.)

4.1.3. Service Desk Lite

4.1.4. Service Desk (previously known as Remote Maintenance Support and On-site Maintenance Support.)

4.2. Datcom's support services not covered by this SLA include without limitation:-

4.2.1. Extended Hours Support

4.2.2. Any other service provided by Datcom not specified in clause 4.1.

4.3. All Support Services shall include a telephone based helpdesk function to provide IT technical support to employees of the Customer during Support Hours.

4.4. Support Services are made up of Support Packages [5] which offer a specialised Service to meet the Customer's requirements and Support Components [6] which define the delivery of the Server to the Customer.

4.5. By logging a Ticket with the Service Desk the Customer automatically enters into a Contract with the purpose of delivering of Support and is subject to the Master Services Agreement and the Support SLA and any other related Service Level Agreements.

4.6. OnDemand support and OnDemand Blocks are time based services and shall be subject to One-Off Fees at the rates set out in clause 3.

5. SUPPORT PACKAGES

Support Packages are optional extra Services which the Customer can include within their Order alongside their chosen Support Service.

5.1. Support Package compatibility matrix: -

Support Package	OnDemand	OnDemand Block	Lite	User	Device
On-site					
Overflow					
First Point					
Enterprise					
Deskside					
Dedicated					
Site Visit					
Extended Hours Support					

A cross-hatched shaded cell indicates that the Support Package can be optionally selected with the Support Service.

5.2. Support Package guidelines: -

5.2.1. **On-site**

5.2.1.1.   On-site visits to fix or complete work related to Incidents, Service and Change Components will be included in the monthly fee.

5.2.1.2.   Support Hours for on-site visits will be as specified in clause 2.4.

5.2.1.3.   It is Datcom's decision when an on-site visit is required.

5.2.1.4.   For new installations or upgrades only end user equipment is included.

5.2.1.5.   Mileage and travel costs will be charged as specified in clause 3.

5.2.2.   **Overflow**

5.2.2.1.   Datcom will provide an overflow Service Desk for the Customer's existing on-site IT technician(s) and service desk.

5.2.2.2.   Datcom will provide cover for busy periods or for illness of existing members of staff.

5.2.2.3.   The Customer must maintain a pre-agreed number of full-time or part-time IT support team members. Failure to maintain a consistent number of IT employees will result in Additional Charges or a breach of contract.

5.2.3.   **First Point**

5.2.3.1.   The Datcom Service Desk will act as first point of contact for all the Customers end users for IT issues.

5.2.3.2.   Datcom will track and manage all Tickets using their own ticketing system.

5.2.3.3.   Datcom will triage Tickets to the correct Datcom team or supplier and will take ownership of the communication around the issue to ensure the fastest possible resolution to any incidents.

5.2.3.4.   Datcom is not responsible for the performance of any third-party and the Service is purely best endeavours by the Datcom team.

5.2.4.   **Enterprise**

5.2.4.1.   Datcom will supply a Service to support the Customer's existing IT team members, engineers, IT managers and IT directors.

5.2.4.2.   Datcom's Enterprise Package is designed to offer the Customer specialised knowledge and support for their existing IT team.

5.2.4.3.   The Customer continues to take primary responsibility for the state of the Systems and keeping all the Systems in Normal Operations.

5.2.5.   **Deskside**

5.2.5.1.   Datcom will supply IT engineer(s) to the Customer's premises on a recurring basis as specified on the Order Form.

5.2.5.2.   Datcom will always attempt to supply an IT engineer to the Customers premises. If in the event that Datcom fail to supply an engineer, then the Customer will be due a credit against the lost Deskside time, or the Customer may use the credit against any Additional Charges incurred.

5.2.5.3.   Additional time on-site beyond what is stated on the Order Form will incur Additional Charges.

5.2.5.4.   Any overtime accrued by the on-site engineer(s) will be chargeable to the Customer.

5.2.5.5.   The technician will be a Datcom employee and will fall under Datcom's responsibility.

5.2.5.6.   The technician will comply with Datcom's employee policies first. The engineer will also attempt to comply with the Customer's employee policies.

5.2.5.7.   Health & Safety of the Datcom employee is the responsibility of both Datcom and the Customer while the employee is on the Customer's premises.

5.2.5.8.   Any additional training required to comply with the Customer's employee and Health & Safety policies will be at the cost of the Customer.

5.2.5.9.   The premises and recurring time period for on-site support cannot be altered while in Contract without Agreement from Datcom.

5.2.6.   **Dedicated**

5.2.6.1.   A team of engineers will be pooled in a team by Datcom for the Customer's Support.

5.2.6.2.   It is Datcom's sole discretion to:-

    i)   decide upon the quantity of engineers required to deliver the Service.

    ii)   choose and replace the engineers within the team

    iii)   choose the experience of the team members

5.2.7.   **Site Visit**

5.2.7.1.   Pre-arranged and recurring visits by an engineer.

5.2.7.2.   Minimum cancellation of appointment date is five working days' notice.

5.2.7.3.   Engineer will be of 1LS or 2LS capability.

5.2.8.   **Extended Hours Support**

Please review the Extended Hours Support SLA for full contractual details.

6. **SUPPORT COMPONENTS**

Support Components are core components of the Support Service that Datcom will deliver. Support Components vary depending on the Support Service and the Support Package that the Customer has chosen. All exclusions listed in clause 7 override any included Support Components.

6.1. Support Component compatibility matrix: -

Support	OnDemand	OnDemand Block	Lite	User	Device
Incident					
Service					
Change					
Installation					
Line of Business Applications					
Software updates					
Service Level Agreement					
Network Operations					
Network Monitoring					
End User Device Monitoring					
Operating System Patching					
Backup Checks					
Backup Restoration Checks					
Strategy					
Audit					
Roadmap					
Account Management					
Portal					
Account Manager					
Reporting					

A cross-hatched cell shaded cell indicates that the Support Component is optional extra for the Support Service.
A fully shaded cell is a core part of the Support Service.

6.2. **Incident**

Any issue with the Systems affecting Normal Operations. Examples:-
i) Password reset
ii) Unable to access the internet
iii) Computer running slowly

6.3. **Service**

Is a request by the Customer for information or advice, for standard low risk changes or for access to an IT service. Examples: -
i) Adding a new user account
ii) Provide shared access to a user's calendar
iii) Installing a piece of software, such as Microsoft Office, on to an end user's computer

6.4. **Change**

A change to configuration of the Systems which does not materially alter how the systems are used by the end user. A change may affect more than one user and how the Systems are managed by Datcom. Examples: -
i) Add a new email domain, such as datcom.net, to the network and configuration for users
ii) Altering permissions of a network folder
iii) Updating a firewall's Access Control List

Datcom reserves the right to classify multiple Changes as a project and thus excluded as part of the Support Service.

6.5. **Installation**

Installation of new piece of equipment or software for an end user, such as PC, monitor, desktop phone.

6.6. **Line Of Business Application**

Any application which is in use on more than one device and is not a component of the Operating System. Examples: -

i)   An access database used for order processing by multiple users.
ii)   An application which multiple users require to process calculations and reports.
iii)   ERP, CRM and paperless systems.

6.6.1.   Line of Business Applications have to be included on the Order form to be included with the Support Service.
6.6.2.   Microsoft Office applications [Word, Excel, Outlook, PowerPoint] versions 2007 and above are included as standard within the Support Service.
6.6.3.   Line of Business Applications support requires a support contract with the software vendor.
6.7.   **Software Updates**
Software maintenance updates as released by the manufacturer to Line of Business Applications.
6.7.1.   Any updates to Line of Business Applications outside of working hours will be an Additional Charge.
6.7.2.   Quarterly updates are included, further updates will be chargeable.
6.7.3.   Remote service only.
6.8.   **Network Monitoring**
Monitoring of the Systems to automatically detect when devices are not in Normal Operations.
6.9.   **End User Device Monitoring**
Monitoring of end user PC's to detect when the device is not in Normal Operations.
6.10.   **Operating System Patching**
Maintaining the latest manufacturer's patches for Windows Operating Systems and ensuring devices are no more than four weeks out of date.
6.10.1.   Datcom, for the benefit of Normal Operations, may disable automatic updating on systems which are mission-critical or unreliable.
6.11.   **Backup Checks**
6.11.1.   Recurring check of the Customer's backup systems to ensure that the backup routine has successfully completed. If any warnings or errors have taken place, Datcom will attempt to restart the backup the following day, or attempt to fix the issue for the next scheduled backup.Datcom will perform a detailed check once a quarter which includes checking backup selection list, software configuration, etc. to ensure all settings are correct.
6.11.2.   Datcom's Backup Check service offers no guarantees that the backup data is valid or in a usable state.
6.11.3.   Attempted fixes to failed backups will be covered by the Incident Component for Support Services Lite, User and Device. OnDemand and OnDemand Blocks will be charged on a time based, as described in clause 3, for any fixes required.
6.12.   **Backup Restoration Checks**
Datcom will restore data from backup repositories to provide a higher guarantee that backup data is usable in the event of a disaster. The recurring schedule and the data to be tested will be agreed by both the Customer and Datcom.
6.13.   **Audits**
Datcom will conduct annual audits of the Customer's IT systems and feedback the results to the Customer.
6.14.   **Roadmap**
Datcom will review the Customer's overall IT strategy on an annual basis and discuss this with the Customer.
6.15.   **Portal**
Access to the Datcom portal to book in and review tickets, reports and knowledge base.
6.16.   **Account Management**
The Customer will be assigned a dedicated account manager to handle their account and ensure they receive the best possible customer service and support from the Datcom team.
6.17.   **Reporting**
Datcom will transparently report on their Service and performance and these reports will be available through their portal.

7.   SUPPORT SERVICES EXCLUSIONS
7.1.   Datcom does not have to make the Customer aware that any Tickets logged are excluded from the Support Service or Support Component.
7.1.1.   Support of any system or software which is unlicensed or out of warranty.
7.1.2.   Software past its warranty with the manufacturer.
7.1.3.   Installation of hardware.
7.1.4.   Moving of hardware.
7.1.5.   Operating system reinstalls and upgrades, unless to fix an issue which falls under a Support Service.

7.1.6.   Responsibility for security of the Systems; online security; banking security; training of the Customers employees and security of applications.

7.1.7.   Support and consultancy to aid third parties in installing, maintaining, changing or removing the Customer's IT systems.

7.1.8.   Virus and malware outbreaks.

7.1.9.   Disaster Recovery or Business Continuity events.

7.1.10.   Any form of software development, such as programming, scripting and add-ins.

7.1.11.   Database optimisation.

7.1.12.   Training of the Customer's employees, suppliers or customers.

7.1.13.   Technical assistance to the Customer's customers or third-party suppliers.

7.1.14.   Cabling installations and diagnosis.

7.1.15.   Moving of equipment between desks, offices, etc.

7.2.   Datcom will from time to time recommend improvements and upgrades to the network. While Datcom do not expect in every instance that a Customer proceeds with their recommendations, if a recommendation is not taken up or acted upon then Additional Charges will apply to any work carried out even if the device, hardware or software item(s) is covered by the Support Service.

7.3.   Backup and Archiving

7.3.1.   Datcom shall follow back-up and archiving procedures for Data as set out in the Customer's Back-Up Policy. In the event of any loss or damage to Data, the Customer's sole and exclusive remedy shall be for Datcom to use reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Datcom or the Customer in accordance with the archiving procedure described in the Customer's Back-Up Policy. Datcom shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party (except those third parties sub-contracted by Datcom to perform services related to Data maintenance and back-up).

8.   REPORTING REQUESTS

8.1.   The Customer shall make new Requests via the Datcom Agent, Datcom Portal, email or telephone.

8.2.   Requests which require immediate attention must be reported by telephone.

8.3.   If by use of Datcom's service monitoring system, or through the Customer's own means, the Customer detects a fault the Customer must inform Datcom as soon as possible.

9.   HOW DATCOM PRIORITISES THE CUSTOMER'S ISSUE

9.1.   Each new Ticket is assigned several values which help Datcom determine how quickly the Ticket needs to be resolved. Datcom's primary concern is that any issue which causes an immediate stop in productivity is dealt with as soon as possible.

10.   SERVICE RESPONSE

10.1.   A new Request reported to the Service Desk will be logged within the Datcom system in 30 minutes. When the Request has been reported to Datcom employees while they are on-site or away from Datcom's premises or the Incident Request is logged out of the Support Hours, then the request will be logged within the Datcom system in 30 minutes.

10.2.   Datcom's SLA is based on its communication updates with the Customer as set out below.

10.3.   Service response times only apply to Incidents

10.4.   Multiple Incidents relating to the same issue will be merged in to one Problem Request.

10.5.   In cases where the Incident is not affecting business productivity or a work around is in place the SLA will not be applied to the Incident Request

10.6.   If at any point Datcom are waiting on a third party supplier or the Customer for assistance or equipment, Datcom will place the Incident Request as Pending, putting the service response on-hold.

11.   SEVERITY LEVELS

11.1.   Response times are based on the Severity of the Incident request. Datcom will determine in its sole discretion the Severity.

11.2.   Response timings table:-

SEVERITY	DESCRIPTION	CUSTOMER UPDATE SERVICE LEVELS
1	When a critical System component or application is down or there is a critical impact on the Customer's business operations. The	EVERY HOUR DURING SUPPORT HOURS

	Customer and Datcom will both commit full-time resources to resolve the situation. The issue requires immediate resolution.	
2	Operations of an existing System is severely degraded or aspects of the Customer's business operations are negatively impacted. OR When the issue meets Severity 1 definition but a workaround is in place.	EVERY 4 HOURS DURING SUPPORT HOURS
3	Operation of the System is impaired, although most business operations remain functional. OR When the issue meets Severity 2 definition but a workaround is in place.	EVERY DAY
4	There is little impact to the Customer's business operation. OR When the issue meets Severity 3 definition but a workaround is in place.	EVERY 3 DAYS
5	There is no impact to the Customer's business operation. OR When the issue meets Severity 4 definition but a workaround is in place.	EVERY 6 DAYS

12.   EXCLUSIONS

12.1.   Without prejudice to any other rights and remedies of Datcom, failure by the Customer to make any payments in respect of the Services when due may result in all Support Services being suspended for such period as payment is outstanding.