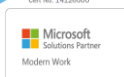# Service Level Agreement for CUSTOMER

Schedule Two: Equity Networks Managed Services Contract

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1. GENERAL.

1.1. SERVICE OBLIGATIONS.

This schedule sets out the level of support and proactive maintenance provided by Equity. This includes the Service Levels that will be delivered to the customer within their chosen Support Tier, the mechanism by which Service Failures will be managed and the method by which the performance of the Equity Support Services will be monitored.

Equity agrees to provide the Customer with a fully Managed Service. This will cover all Service components that are documented within Appendix A: Service Orders of the Customer Agreement.

2. SCOPE.

2.1. INCLUSIONS.

Equity undertakes to provide the Customer with user support for the products and services listed below, subject to the provisions stated in the accompanying Terms and Conditions of the Customer Agreement which this Service Level Agreement is an integral part of:

Annual Service Health Check	Equity will undertake an annual analysis of your current desktop, network and server infrastructure to identify any vulnerabilities that may compromise the confidentiality, integrity or availability of the information you hold. This includes checking antivirus and operating system patch levels and completing a full software and hardware audit.
Service Desk and Remote IT Support	Equity provide unlimited remote support for Equity supplied or supported software and hardware from our UK based Service Centre, Monday to Friday 8:30am to 5:30pm, excluding public holidays. Support is provided via email, remote tools, telephone consultation and dedicated web portal. Support does not include user training. This is a chargeable enhanced service.
Web Portal	Access to the Equity Service portal which provides secure access to: • Incident and Service Request logging, tracking and updates. • Online Library of information including a knowledgebase of hints, tips and tricks.
Services Delivered to Pre-agreed SLAs	Equity will deliver support for service related incidents and requests according to pre-agreed response and resolution times. Details of the agreed SLAs can be found within Schedule Two (2) of the Customer Agreement.
Desktop Operating System and Application Support	Equity provide our customers with support for all licensed desktop operating system and application software. The configuration of mobile devices for business email access.

Remote Security Assistance for Malicious Attacks	If a third party not associated with Equity initiates a Denial of Service (DDoS) or other form of disabling attack against the Customer, Equity will use commercially reasonable endeavours to stop the attack via the use of remote support tools.
Asset Management	Equity will manage the recording and auditing of your desktop estate, providing you with ad-hoc asset management reports as and when required. This service includes the management of renewal dates for all licensing that Equity sells whether that is cloud licensing or on-premise licensing. Equity will also manage the warranties for the Customers desktop, server and network hardware estates.
Support and Maintenance of Hardware	Equity will provide in warranty support and maintenance of all Equity supplied hardware.
24/7 Proactive Desktop Device Monitoring	Equity will monitor vital elements of your desktop estate to ensure that we are alerted to any issues that may occur; allowing us to proactively work on problems before you report them.
Patch Management	Equity will proactively manage the security and stability patching for your entire desktop estate covering over 80 application families, including Microsoft, Apple, Google, Java, Adobe, Zip tools, Skype and Yahoo Messenger. Ensuring that your workstations remain secure against the latest threats and compliant to Information Security regulations.
Proactive System Maintenance	Each month Equity will provide four (4) hours-worth of proactive remote system maintenance. During this process a Senior Technical Engineer will connect remotely to the Customer's systems and undertake maintenance tasks on any network or server infrastructure.
Third-party Liaison	Equity will work with your third-party software providers to assist with issues and build a database of knowledge to help with rectifying problems in the future.
Business Continuity Service	Equity will provide an emergency loan laptop if a reported Incident cannot be solved remotely. This service includes the customisation of the laptop to fit the Customer's operating environment (including Windows OS, Office and setup of any printers and shares). This device will stay with the Customer until the original unit can be fixed or a replacement is procured.
Procurement Services	Equity provide a full procurement service including image customisation and delivery to desk.

Application Deployment	Equity will manage the remote deployment of new and updated versions of core software applications. New solutions or total rebuilds will be managed as chargeable Professional Services engagements.
Monthly Service Performance Report	Equity will provide you with a monthly Performance Report detailing the health status of your desktop estate and any support issues raised during the period.

2.2. EXCLUSIONS.

The following services are specifically excluded from this contract:

Onsite Support	Onsite Support is not provided as a standard service offering with this Customer Agreement. All site visits or callouts including emergency same day visits or call outs are subject to resource availability and will be charged according to the rates stated within Section 3.3 of this Service Level Agreement.
Replacement of Redundant or Out of Warranty Hardware	The replacement of redundant and/or out of warranty hardware is excluded from this agreement. Replacement devices, new systems and total rebuilds will be chargeable as per the rates stated within Section 3.3.1. of this Service Level Agreement.
Support for Incompatible Hardware or Software	Equity are not responsible for problems caused by defective or incompatible operating systems, software or hardware.
Third Party Applications	Any applications that have not been supplied by Equity or that are not covered via an Equity support contract are not supported. However, as stated in the inclusion list, Equity will work with third party suppliers to assist with issue resolution.
Third Party Infrastructure	Including all third party supplied desktop hardware and peripherals (printers, scanners etc.), network and server hardware and any associated cabinets and cooling infrastructure that is not covered via an Equity support contract.
Customisation	This Service Level Agreement covers the hardware and/or software specified within the Customer Agreement in its "as installed" form only. Any problems arising from customisation of the hardware and/or software by the Customer will be dealt with at Equity's discretion.

Many possible situations are completely beyond the control of Equity, and therefore are not in the scope of this Service Level Agreement. These situations include:

Scheduled downtime or planned maintenance	Occasionally network or system maintenance will be required by the customer. Equity will do everything possible to minimise and avoid downtime during this maintenance. However, Equity will require prior notification of any upcoming maintenance to ensure that the required level of assistance is provided.
Acts of Force Majeure	Equity shall not be liable if non-performance is caused by an occurrence beyond their reasonable control (whether, in whole or in part) including, without limitation, fire, flood, acts of God or terrorism, epidemics, riots, strikes, unusually severe weather, or other circumstances or conditions that render it hazardous for Equity's personnel to travel to or enter onto the customer's site.

3.   SUPPORT HOURS & ARRANGEMENTS.

3.1. SUPPORT.

Equity will provide Support from the Equity offices during contracted business hours on the products listed within Appendix A. Contact for Support will be via email, telephone and customer support portal.

3.2. IT SERVICE DESK.

3.2.1. Incident Logging. Incidents can be logged directly via the Equity Service Desk on 0330 333 1888 (option 1). Unlimited remote support is provided via a dedicated Technology Services team Monday to Friday 8:30 am to 5:30pm, excluding Public Holidays. The Equity Service Desk will be responsible for the initial recording, prioritisation and triaging of any Incidents and the subsequent escalation to our UK based Technical Engineers.

3.2.2. Unique Incident Number. Once the Incident has been recorded the unique Incident number is given to the user as a reference for further information about the progress of the Incident. An email with details of the Service Ticket is then automatically sent to the user from the Equity Service Desk.

3.2.3. Minimum Data Set. Equity requires a minimum level of information and supporting evidence to be included when an Incident is logged with the Service Desk. This ensures that the correct priority is given to the Incident and that the relevant level of resources are assigned to investigate it. The following is the minimum level of information and supporting evidence required for each Incident:
  a) Contact Information for the affected end user
  b) Details of any steps taken
  c) Details of whether the issue can be reproduced
  d) Any error messages – either a screenshot or an accurate representation

Any evidence provided must be up-to-date and relevant to the Incident. Incidents that do not have the relevant level of supporting evidence will be sent back to the customer for supporting information. During this time the SLA will be frozen. Once the relevant level of evidence is provided the Incident will be returned to its original priority and investigated according to agree Service Levels. In instances where no evidence is available, Equity will close the Service Ticket and request that a new Ticket is logged if and when the Incident occurs again.

3.2.4. Escalation. Escalation of Incidents will be via the Equity Incident Tracking System and through the use of collaboration tools such as Microsoft Skype for Business and Outlook. The Equity Service Delivery team will provide proactive monitoring of Incidents to ensure that Service Levels are maintained in line with those defined within the Customer Agreement. The time taken to escalate Incidents between the Service

Desk and the Technology Services team will be monitored by Equity and the performance figures for these interactions will be included within the monthly Performance Monitoring Report.

3.2.5. Measured Response times. Equity have agreed to formally measure the response times of the Service Desk. The formal measurement will be based on the time taken for a Service Desk operative to respond to the fault logged in the Equity Incident Tracking System. These Service Levels shall apply to the average Service Desk response times over the course of a Service Period of one (1) calendar month. Equity will monitor these response times in accordance with the Performance Monitoring System and shall provide the results of such monitoring to the Customer in a monthly Performance Monitoring Report. The following target response and communication times will apply to the Equity Service Desk:

Call Type	Response Times and Communication Intervals (as a minimum)
Priority 1 – Critical	Initial response within 1 hour and every hour thereafter
Priority 2 – Major	Initial response within 2 hours and every 2 hours thereafter
Priority 3 – Significant	Initial response within 4 hours and every 2 hours thereafter
Priority 4 – Minor	Initial response within 1 business day and regularly thereafter
Priority 5 – Trivial	Initial response within 2 business days and regularly thereafter

3.2.6. Other Internal Support Team Incident Response Times. The response times agreed for the Equity Service Desk will apply to all Equity Support teams responding to an Incident logged by the customer.

3.3.   ONSITE SUPPORT.

3.3.1.   Chargeable Visits to the Customer. Onsite Support is available at a cost of **£95.00 per hour**, with a minimum commitment of two (2) hours onsite or **£190.00**. A full day of onsite support is available at a cost of **£695.00**. All site visits or callouts including emergency same day visits or call outs are subject to resource availability.

3.3.2.   Onsite Support Hours. Onsite support is provided by dedicated Equity Technical Engineers and is available Monday to Friday 8:30am to 5:30pm. Visits outside of these hours are subject to resource availability and will be charged according to the rates stated above.

3.3.3.   Instigating a Site Visit. It is the explicit responsibility of the Customer to instruct Equity to carry out all onsite visits. All visit instructions explicit or otherwise will be in accordance with the terms and conditions of this Customer Agreement. In the event that Equity recommends in writing an onsite visit due to a specific technical and/or system issue and the Customer decides not to follow the recommendation, Equity will not be liable for any recurrence of any such issues and reserves the right in its sole discretion to decline to provide assistance to the Customer in the event of any recurrence of the particular issue during the Term of the Customer Agreement.

3.4.   ON-CALL SUPPORT (EQUITY 24/7).

3.4.1.   Equity 24/7. Equity provides a dedicated On-Call Support Service (Equity 24/7) to cover high priority Incidents outside of Business Hours. This service provides assistance for technical issues which impact the ability of Equity's customers to run their business operations. The Equity 24/7 service provides diagnosis and investigation of Incidents and works to restore service quickly either through agreed workarounds or documented solutions. The Equity 24/7 service is in place to keep customers informed of any and all progress and the Equity Technical Engineers assigned to the issues will follow, track and manage the case throughout its entire lifecycle.

3.4.2.   Charges for Equity 24/7. All out-of-hours support calls including emergency same day visits or call outs are subject to resource availability and will be charged according to the rates stated within Section 3.3.1. of this Service Level Agreement.

3.4.3. Equity 24/7 Operating Hours. The service is available from 5.30pm to 8am during Monday through Friday and all-day Saturday and Sunday. This service also provides cover during all major public holidays.

3.4.4. Public Holiday Call-Out Multiplier. Onsite support visits that are required during a major public holiday will attract the following rate multipliers:

Good Friday, Easter Monday and Boxing Day	**£142.50 per hour** (1.5 x standard rate) 2-hour minimum commitment (**£285.00**).
Christmas Day, New Year's Eve and New Year's Day	**£190.00 per hour** (2 x standard rate) 2-hour minimum commitment (**£380.00**).

3.4.5. Special Conditions/Exceptions. In the event of a Major Incident a member of the Equity Networks Executive Management Team will be on-call and will be authorised to take decisions on behalf of the business out of hours.

3.4.6. Additional Service Hours. If the Customer wishes to request additional supporting services from Equity they will need to write directly to the Operations Director detailing the exact requirements and any additional service hours that are required. These additional services will be chargeable, and a formal quotation will be provided before any support is agreed.

4.   INCIDENT PRIORITISATION.

4.1. PRIORITISATION.

All issues logged with Equity's Service Desk are assigned a priority level from 1 to 5, with 1 (Critical) being the highest priority and 5 (Trivial) being the lowest. An Incident which results in the non-availability of major production system will always be classified as a Priority 1 (Critical) Incident.

4.1.1. Initial Priority. The initial priority assessment is made by the Customer when logging the issue within the Equity Incident Tracking System and should based on the current or potential impact on their business operations.

4.1.2. Approved Priority. After initial contact and assessment (and with reference to the guidelines within the following table) the priority level of an Incident may be changed by an Equity Service Desk Analyst, providing the Customer is in agreement.

4.1.3. Incident Priority Level. The following are the agreed descriptions of each priority level:

Priority	Description
Priority 1 - Critical	**An Incident which, in the reasonable opinion of the Customer:** • constitutes a loss of the Service which prevents a large group of business users from working and has a critical impact on the activities of the Customer • causes significant financial loss and/or disruption to the Customer; or results in any material loss or corruption of data **Example:** Domain services are not functional; network data access is unavailable.

Priority 2 - Major	**An Incident which, in the reasonable opinion of the Customer has the potential to:** • have a major (but not severe) adverse impact on the activities of the Customer and no work around is available; or • cause a financial loss and/or disruption to the Customer which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure. **Example:** Loss of network printing or a major shared directory/database is unavailable.
Priority 3 - Significant	**An Incident which, in the reasonable opinion of the Customer, has the potential to:** • have a major adverse impact on the activities of the Customer which can be reduced to a moderate adverse impact due to the availability of a work around; • have a moderate adverse impact on the activities of the Customer **Example:** Access to a key resource for one business user which impacts year end accounting or a major client meeting.
Priority 4 - Minor	An Incident which, in the reasonable opinion of the Customer has the potential to have a minor adverse impact on the provision of the Service to End Users. **Example:** A business user is unable to access email via Outlook but can use Webmail
Priority 5 - Trivial	An Incident comprising a flaw which is cosmetic and, as such, does not affect productivity or access to services. **Example:** Sound is not working; Google Earth is not displaying results. The procurement and delivery of a single desktop or laptop device either for a new starter or as a replacement

5.   INCIDENT RESOLUTION TIMES.

5.1. RESOLUTION TIMES.

The following resolution times will apply to any Incidents or Problems that relate to the immediate use, serviceability and or maintenance of the Customer's Equity supplied or supported desktop, network and server hardware and associated software:

Call Type	Resolution or Approved Workaround Within
Priority 1 – Critical	4 hours
Priority 2 – Major	6 hours
Priority 3 – Significant	24 hours
Priority 4 – Minor	5 business days
Priority 5 – Trivial	10 business days

5.2. RESTORATION OF SERVICE.

The primary objective of the Incident Management Process is to restore service to our Customer as quickly as possible. However, this does not mean that a fix will be found or implemented within these timeframes, as these proposed times are for the restoration or mutually agreed partial restoration of service.

5.3. APPROVED WORKAROUNDS.

Workarounds for Incidents with a priority rating of 1 (Critical) or 2 (Major) will only be approved and implemented with the full agreement of both the customer and Equity. Due to the non-linear nature of these issues it would be impossible to adhere to a strict timeframe to implement a fix. In such instances important decisions will need to be made and will require the support and assistance of different departments to investigate and diagnose the root cause. Any agreed workarounds will be designed to return access to the impacted services within as short a time frame as possible.

5.4. IMPLEMENTATION.

The implementation of any long-term fixes will need to be undertaken in partnership with the customer and be managed via Equity's predefined Change and Release Processes. Incidents will only be marked as resolved when the underlying cause has been diagnosed and an agreed solution has been designed, documented and implemented via Change Management.

5.5. PRIORITY JUDGEMENTS.

If a priority judgement is made by the customer against this Supporting SLA, Equity will not be held accountable for any subsequent failure to reach Service Level targets. If such an incident occurs, it will be looked at within the scope of the Service Improvement Plan to assess ways of avoiding possible future re-occurrence.

5.6. CUSTOMER INACTIVITY.

Timings for Service Levels are based on the accumulated time to provide a resolution. Every time an issue requires additional information from the Customer the SLA will be frozen. Service Levels that are missed due to customer inactivity or caused by delays outside of Equity's sphere of influence will not accrue Service points. These issues will be documented within the monthly Performance Report and discussed within the next formal Service Review.

6. MAJOR INCIDENT PROCEDURE.

6.1. MAJOR INCIDENT.

A Major Incident is an Incident which has high impact on the entire business user community, for instance the corporate domain is unavailable, or a service interruption which is excessive in length and is in danger of breaching its Service Level.

6.2. MAJOR INCIDENT INVOCATION.

Service failures with a priority rating of 1 (Critical) or 2 (Major) can be classified by the Customer as being Major Incidents and therefore will invoke the separate Equity process for Major Incident Management. This process has been created specifically for each customer and can be invoked by the Customer or Equity at any time via the Equity Service as part of the standard Support Process.

7. SERVICE REQUEST PROCEDURE.

7.1. SERVICE REQUEST.

A Service Request is a question or request from a user for advice, information or for access to a new service. These carry a low SLA and are the Customers route into Sales and additional Professional Services.

7.2. REGISTERING A SERVICE REQUEST.

7.2.1. Initial logging. Service Requests can be logged directly via the Equity Service Desk on 01753 668 668 (option 1) Monday to Friday 8:30 am to 5:30pm, excluding Public Holidays. The Equity Service Desk will be responsible for the initial recording, prioritisation and triaging of any Service Requests and the subsequent escalation to the Equity Sales team.

7.2.2. Unique Incident Number. Once the Service Request has been recorded the unique Request number is given to the user as a reference for further information about the progress of the Service Request. An email with details of the Service Ticket is then automatically sent to the user within five minutes of the Request being logged with the Equity Service Desk.

7.2.3. Minimum Data Set. Equity requires a minimum level of information to be included when a Service Request is logged with the Service Desk. The following is the minimum level of information required for each Request:
   a) Contact Information for the requestor
   b) Details of the question, request or required service
   c) The priority of the request and any Customer specific deadlines and/or dependencies

7.3. SERVICE REQUEST RESPONSE AND RESOLUTION TIMES.

The following response and resolution times apply to any issues logged as Service Requests via the Equity Service Desk:

Call Type	Response Time and Communication Intervals (as a minimum)	Proposal and Outline Statement of Works within
Priority 5 – Trivial	Initial response within 2 business days and regularly thereafter	10 business days

7.3.1. Special Conditions/Exceptions. Services requested via the Service Request process may take more than 10 business days to design, configure and deploy and will be subject to additional costs that cannot be estimated via the hourly rates proposed within Appendix A of the Customer Agreement. However, an outline Statement of Works and associated costs will be provided to the Customer within the stated timeframes.

8. ESCALATION PROCEDURE.

8.1. ESCALATION.

Equity provide a clearly defined and efficient process that enables any of our Customers to immediately escalate an Incident or Problem to a higher level of support or management within Equity. The aim of the Equity escalation process is clarity and simplicity. Escalation can be described as "functional" or "hierarchical" and should be invoked when:
   a) There is a lack of expertise or knowledge regarding an Incident or Defect
   b) Near or breaches of SLA under pre-defined conditions
   c) Unsatisfactory response in terms of resolution or support
   d) Customer complaint
   e) No clear ownership of an issue
   f) Major Incidents

8.2. INVOCATION.

The customer's primary contact for the escalation of any Incidents to Equity will be the Head of Service Delivery. For further escalation beyond this point the customer can contact the Operations Director for Equity. Escalation

of Incidents will be via the Equity Incident tracking system and through the use of collaboration tools such as Microsoft Skype for Business and Outlook.

8.3. PERFORMANCE MONITORING.

The time taken to escalate Incidents between the Service Desk and the other Support Teams within Equity is monitored and the performance figures for these interactions is included within each customer's monthly Performance Monitoring Report.

9.   SERVICE PENALTIES.

9.1. SERVICE PENALTY ACCRUEL.

Service Penalties are accrued every time Equity fails to deliver against the response and resolution times stated for Incidents and Service Requests documented within this Service Level Agreement. Service Credits will be awarded based on the number of Service Points accrued in any one Service Period (a calendar month). Service Credits are a reduction in the monthly service charge payable to Equity by the Customer.

9.2. CALCULATION OF SERVICE PENALTIES.

In each Service Period, Service Points will be converted to a percentage deduction from the Service charges in the relevant Service Period on the basis of one point equating to a 1% deduction in the Service charge. The total Service Credit applicable for each Service Period will therefore be calculated in the following way:

> **SC = TSP x 0.01 x Applicable Charge**
> Where:
> "Applicable Charge" = payable for the relevant Service Period
> "SC"   = Service Credit
> "TSP" = Total Service Points for the Service Period"

9.3. LIMITED LIABILITY.

The liability of Equity with respect to Service Credits will be limited to no more than 10% of the total monthly Service Charge agreed within Appendix A of the Customer Agreement. However, and for the avoidance of doubt, such financial limitation shall not affect the continued accrual of service points in excess of such financial limit.

9.4. SERVICE POINTS TABLE.

The basis for the accrual of Service Points is set out in the following table:

Priority	Response Times	Points if Target Time is not met	Resolution or Approved Workaround	Points if Target Time is not met
P1 - Critical	Initial response within 1 hour	1.5	Within 4 hours	1.5
P2 - Major	Initial response within 2 hours	1	Within 6 hours	1
P3 - Significant	Initial response within 4 hours	0.5	Within 24 hours	0.5
P4 - Minor	Initial response within 1 business day	0.25	Within 5 business days	0.25
P5 - Trivial	Initial response within 2 business days	0	Within 10 business days	0

9.4.1. Penalties for Service Requests. Service Requests are not subject to Service Points as they are questions or requests for new Services and are not focus on the return to operation of key business systems.

10. CHANGE MANAGEMENT.

10.1. CHANGE PROCESS.

The Customer and Equity will follow a formal process for Changes to the Services covered by the Customer Agreement. The Equity Change Management process is based on ITIL v3 and will be managed in two parts:

- Software Installs or Infrastructure Changes scheduled in a monthly maintenance window.

- High Priority or Emergency Changes scheduled as required by either party.

This approach ensures that Changes occur in a controlled environment and that the potential impact and risks of each Change are identified and mitigated accordingly.

10.1.1.Maintenance Window. Equity will ensure that all software installations, including Hotfixes and Service Packs that are undertaken by our Technical Engineers are managed according to a pre-agreed maintenance schedule within a monthly Maintenance Window. To ensure that the Maintenance Window is effective Equity will:

a) Ensure that the timings (including duration) of the Maintenance Window are in accordance with the requirements of each Customer and that these timings are agreed in writing with the Customer's designated representative at least 20 days in advance of any outage.

b) Ensure that once a maintenance schedule is agreed with the customer's designated representative the planned maintenance (which shall be known as "Permitted Maintenance") is forthwith entered onto the Maintenance Schedule included within the customer's Service Level Agreement.

c) Ensure that all Changes managed under Permitted Maintenance are subsequently carried out in accordance with the Maintenance Schedule agreed within the customer's Service Level Agreement.

d) Ensure that all Changes implemented under Permitted Maintenance are planned and completed according to the Equity's Change Management Process.

Equity will book a maximum of 4 hours Service Downtime for Permitted Maintenance in any one Service Period (1 calendar month). This will take place outside of core hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Customer. For the avoidance of doubt Permitted Maintenance shall not exceed 6 hours per Service Period.

10.1.2. High Priority and Emergency Changes. The scheduling of High Priority or Emergency Changes must be completed with the agreement of both Equity and the Customer. Where possible both parties must provide reasonable and appropriate notice of a Change to ensure that adequate resources are made available.

10.1.3. Recording Changes. All Changes must be requested via the Equity Issue Tracking system and include as a minimum:

- A Change Implementation Plan
- A Change Back-out Plan
- A Communications Plan
- Resource Requirements
- A Customer Specific Change Reference Number

All Changes must be authorised by the Customer and corresponding Change records held by them.

10.1.4. Change Management Operating Hours. Support for Change Management functions is provided during Standard Business Hours. However, support for large scale hardware and software implementations will be provided (at additional cost) via the Equity Service Delivery team.

11. SERVICE REVIEWS & REPORTING.

11.1. SERVICE REVIEWS.

Service Reviews will be held quarterly with the Customer and will take place at the Customer's Primary business address. The dates for the Service Reviews will be agreed in advance and included within the Service Review section of Appendix A of the Customer Agreement.

11.2. SERVICE REVIEW REPORT.

The Service Review Report will be provided to the customer 10 days prior to the date of the Service Review and will cover only the activities of the previous Service Review Period (3 calendar months). The Service Review will be provided as a .pdf file and will be classified as Confidential.

11.3. MANAGEMENT INFORMATION.

The Management Information required to undertake this review will be included within the Service Review document and any Performance Management Reports from the corresponding period.

> **NOTE:** If the Customer wishes to discuss any documents or reports created by themselves specifically for this meeting they will need to provide these to Equity 5 days prior to the Service Review meeting date.

12.   PERFORMANCE MONITORING REPORT AND CONTENTS.

12.1. REPORT CIRCULATION.

The Performance Monitoring Report which will be provided to the Customer's nominated representative within 10 working days of the end of each Service Period (1 complete calendar month).

12.2. REPORT CONTENT.

The Performance Monitoring Report will be composed of:

Management Summary	A brief summary of the major features of the reporting period describing incidents, service levels, improvements and service issues
Performance Against Measured Attributes	Actual performance of the Services provided by Equity during the Service Period
Performance against KPIs	Actual performance against the pre-defined KPIs for Incident and Performance Management etc.
Performance against other measurables	A breakdown of the Service Desks Response times
Overall Service Performance	Performance of all provided services based on the traffic light model (red, green, amber)
Non-Measured Performance	This is a description of any problems, incidents and achievements that happened or were made during the service period
Major Incident Reviews	A review of any Major Incidents or high priority Problems experienced during the service period
Service Improvement Plan	A table of planned service improvements comprising identification, a very brief description, status, the expected delivery date, resource allocated and any other information of interest
Change Management Update	A summary of changes applied to the system. The detail required might be great or Service Management all depending on the purpose. At least a summary is required
Emergency Changes	Details of any Emergency Changes raised within the service period
Release Management Update	List of Releases implemented within the service period and those planned for the next service period

13.   COMPLAINTS.

Complaints relating to any of the Services covered under this Service Level Agreement must be raised using the mechanisms described under Section 15 (Disputes) of Schedule One: Standard Terms & Conditions of the Customer Agreement. However, it is advised that any disputes or grievances are raised within the Service Review process, to ensure that they are recorded and any concerns and/or agreed resolutions/remedial actions are documented.

14.   CHANGES TO THE SERVICE LEVEL AGREEMENT.

Where a Change is required to the Service Level Agreement (as part of the resolution to an issue highlighted within the Service Review process) Equity agrees to manage these Changes via a Contact Change Notice Process. All changes and updates to the Services cover by the Customer Agreement must be documented and logged and

copies supplied to all parties. Any additional costs associated with such a Change will be provided via the Customer's designated Sales Account Manager.

15. KEY PERFORMANCE INDICATORS.

15.1. PURPOSE OF KEY PERFORMANCE INDICATORS (KPIs).

The purpose of the Performance Monitoring System is to monitor the performance of the support services provided to the customer by Equity. Key Performance Indicators (KPIs) will be used as the method for measuring the effectiveness and efficiency of the Service Management processes and the supporting services provided by Equity.

15.2. AGREED KPIs.

The following KPIs and metrics have been specified for each of the Service Management functions within the outline Performance Monitoring System:

Incident Management
Total number of Incidents over the Service Period
Total number of Incidents by Priority
Number of Incidents by category
Number of Incidents by process
Number of repeat Incidents or failures
Actual performance against each Service Level for the Service Period
Actual performance achieved for each Service Level over the previous 3 Service Periods
% of Incidents not closed within specified time
% incidents handled within agreed response times
% incidents resolved remotely

Major Incident Management
Total number of Major Incidents during the Service Period
Average time to resolve a Major Incident
Number of Major Incidents where the underlying root cause is unknown
Number of Changes raised to resolve Major Incidents

Problem Management
Total Number of Problems registered
Average time to resolve a Problem
Average time to resolve a Problem by business area/by category
Number of Problems where the underlying root cause is unknown
Number of reported Incidents linked to the same Problem after initial identification
Average time between first occurrence of an Incident and the identification of the underlying root cause
% of Problems with predetermined workarounds
% of Problems relating to Known Errors
Number of Changes raised to resolve Problems

Change Management
Number of Incidents relating to Changes raised to resolve a Problem
Number of successful of Changes (e.g. benefits within time, within budget)
Number of unsuccessful Changes (by root cause)
Number of unauthorised Changes
Number and per cent of unplanned/emergency Changes
Resources spent on work required when reversing or remedying unsuccessful Changes and Releases
Number of incidents, problems and known errors identified against the release

16. RESPONSIBILITIES.

The following is a list of responsibilities and the role of both parties in ensuring a high level of support is maintained:

Reactive Support	Customer	Equity
Differentiate between application and connectivity issues, manage non-managed Software issues with appropriate third parties	✓	
Notify Equity Service Desk of any issues that may affect service	✓	
Provide escalation paths for Major Incidents	✓	✓
Log all Incidents in accordance with agreed documented processes	✓	
Provide accurate Incident description, minimum data set and examples	✓	
Ensure proper notification and escalation of issues in accordance with standard operating procedures	✓	✓
Provide investigation and resolution (or agreed workaround) for Incidents		✓
Ensure Incidents are responded to within agreed response times		✓
Ensure Incidents are resolved according to defined Service Levels		✓
Follow policies for handling confidential data (including Customer Personal Data)	✓	✓
Provide technical and functional expertise for troubleshooting		✓
Recommend short-term workarounds to Incidents		✓
Approve short-term workarounds to Incidents	✓	
Provide point of contact that can verify Incident is resolved	✓	
Ensure that services are delivered according to international standards		✓
Provide management of Service Requests		✓
Ensure that Service Requests are recorded accurately	✓	
Manage end user communications (for downtime, outages, system maintenance)	✓	
Proactive Support		
Provide in business hours Remote Fault Monitoring		✓
Develop scripts to resolve Data Quality issues		✓
Troubleshoot and resolve issues relating to third party systems and integrations		✓
Problem Management		
Provide updated screenshots and error details to assist in Problem Management	✓	
Assist in the reproduction of issues	✓	
Perform root cause analysis on Problems that affect service levels		✓
Change Management		
Provide technical and functional recommendations for customer's Change Advisory Board		✓
Provide reporting for Equity Change Activities to customer's Senior Management		✓
Establish mutually agreed upon Change Control process	✓	✓
Collaboration		
Provide customer with monthly Performance Monitoring Reports		✓
Provide access to community forums and user groups		✓
Provide access to social media groups		✓
Undertake and play an active role within periodic Service Reviews	✓	✓

Attend regular Service Delivery Meetings	✓	✓
Tools		
Provide 24/7/365 access to the Equity Issue Tracking Software		✓

17. DEFINITIONS.

The following terms will have the meanings set forth below. Terms not otherwise defined herein have the meanings set forth in the Equity Terms and Conditions. Capitalised terms which are not defined under this Agreement are terms which are commonly accepted industry terms.

"24x7x365"	Refers to the number of hours in a standard year: twenty four (24) hours per day, three hundred and sixty five (365) days per year (three hundred and sixty six (366) days on a leap year).
"Change"	ITIL defines a 'Change' as the addition, modification or removal of anything that could have an effect (either positive or negative) on the IT systems, services or business processes of an organisation.
"Change Management"	Change Management ensures that there are standardized methods, processes and procedures in place in order to maintain the proper balance between the need for change within an organisation and the minimization of any potential detrimental impacts upon its services.
"Change Window"	A regular, agreed time when changes or releases may be implemented with minimal impact on services. Change windows are usually documented in service level agreements.
"Closed"	The final status in the lifecycle of an incident, problem, change etc. When the status is closed, no further action is taken.
"Emergency Change"	A change that must be introduced as soon as possible – for example, to resolve a major incident or implement a security patch. The change management process will normally have a specific procedure for handling emergency changes.
"Emergency Release"	An Emergency release is defined as a release that must be introduced as soon as possible to resolve an issue that is either negatively impacting the business to a high degree., or sometimes an enhancement to meet a high-priority business requirement. These requests will normally originate from an Incident or Service request but may be related to a project or onboarding of a new customer.
"Escalation"	An activity that obtains additional resources when these are needed to meet service level targets or customer expectations. There are two types of escalation: functional escalation and hierarchic escalation.
"Impact"	A measure of the effect of an incident, problem or change on business processes. Impact is often based on how service levels will be affected. Impact and urgency are used to assign priority.

"Incident"	An unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected service is also an incident – for example, failure of one disk from a mirror set.
"Incident Management"	Incident Management is the process for dealing with all incidents; this can include failures, questions or queries reported by the users, by technical staff, or automatically detected and reported by event monitoring tools.
"ITIL"	The Information Technology Infrastructure Library (ITIL) is a set of IT Service Management practices that focus on aligning IT services with the needs of the business. ITIL is published in a series of five core volumes, each of which covers an ITSM lifecycle stage.
"Key Performance Indicator (KPI)"	A metric that is used to help manage an IT service, process, plan, project or other activity. Key performance indicators are used to measure the achievement of critical success factors.
"Major Incident"	A Major Incident is an Incident which has high impact on the entire Customer's user community or a service interruption which is excessive in length and is in danger of breaching its Service Level.
"Proactive Monitoring"	Monitoring that looks for patterns of events to predict possible future failures.
"Problem"	A cause of one or more incidents or defects. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation.
"Problem Management"	Problem Management is the process responsible for managing the lifecycle of all Problems. The process includes the activities required to diagnose the root cause of Incidents and to determine the resolution to those Problems as well as maintaining information about Problems and the appropriate workarounds and resolutions. The process is also responsible for ensuring that the resolution for Problems are implemented through the appropriate Change control procedures.
"Release"	One or more changes to an IT service that are built, tested and deployed together. A single release may include changes to hardware, software, documentation, processes and other components.
"Resolution"	Action taken to repair the root cause of an incident or problem, or to implement a workaround. In ISO/IEC 20000, resolution processes is the process group that includes incident and problem management.
"Resolution Time"	A measure of the time taken to provide a resolution to an incident or defect.
"Response Time"	A measure of the time taken to complete an operation or transaction. Used in capacity management as a measure of IT infrastructure performance, and in incident management as a measure of the time taken to answer the phone, or to start diagnosis.
"Service Level Agreement (SLA)"	An agreement between an IT service provider and a customer. A service level agreement describes the IT service, documents service level targets, and

	specifies the responsibilities of the IT service provider and the customer. A single agreement may cover multiple IT services or multiple customers.
"Service Request"	A formal request from a user for something to be provided – for example, a request for information or advice; to reset a password; or to install a workstation for a new user.
"Workaround"	Reducing or eliminating the impact of an incident or problem for which a full resolution is not yet available – for example, by restarting a failed configuration item. Workarounds for problems are documented in known error records. Workarounds for incidents that do not have associated problem records are documented in the incident record.