



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 and its subsidiary companies. 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:

Service Desk and Remote IT Support	<p>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.</p> <p>*All support tickets are restricted to 30 minutes. Any time in excess of this will be chargeable.</p>
Web Portal	<p>Access to the Equity Service portal which provides secure access to incident and Service Request logging, tracking and updates.</p>
Services Delivered to Pre-agreed SLAs	<p>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.</p>
Desktop Operating System and Application Support	<p>Equity provide our customers with support for all licensed desktop operating systems and application software. The configuration of mobile devices for business email access.</p>
Remote Security Assistance for Malicious Attacks	<p>In the event of a third-party cyberattack, Equity will provide commercially reasonable assistance to support mitigation efforts. Any work performed beyond standard managed services shall be chargeable. The Customer remains responsible for maintaining appropriate security controls, compliance, and tools necessary to prevent, mitigate, and recover from such incidents.</p>

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 (subject to remote monitoring and management being applied to the devices). 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.
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 (subject to remote monitoring and management being applied to the devices).
Patch Management	Equity will proactively manage the security and stability patching for your entire desktop estate covering the most well known application families (subject to remote monitoring and management being applied to the devices).
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 can 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. This is a chargeable enhanced service.
Procurement Services	Equity provide a 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 Delivery Management Report	Equity can provide you with a monthly service delivery management report detailing the status of all tickets and support issues raised during the period.

2.2. EXCLUSIONS.

The following services are specifically excluded from this contract:

Onsite Support	<p>Onsite Support is not provided as a standard service (unless specifically stated in your service order) 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.</p>
Replacement of Redundant or Out of Warranty Hardware	<p>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.</p>
Support for Incompatible Hardware or Software	<p>Equity are not responsible for problems caused by defective or incompatible operating systems, software or hardware.</p>
Third Party Applications	<p>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 using best endeavours.</p>
Third Party Infrastructure	<p>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.</p>
Customisation	<p>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.</p>

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	<p>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 a minimum of seven days prior notification of any upcoming maintenance to ensure that the required level of assistance is provided.</p>
Acts of Force Majeure	<p>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.</p>

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. Service Ticket Logging. Tickets can be logged directly via the Equity Service Desk, by calling 0330 333 1888 (option 1) Monday to Friday 8:30 am to 5:30pm, excluding Public Holidays, via the portal (<https://equity.myportallogin.com>) or via email to service@equity-it.co.uk. The Equity Service Desk will be responsible for the initial recording and triaging of any Service Requests. All calls to Equity are recorded.

3.2.2. Remote support is provided via a UK based service desk team Monday to Friday 8:30am to 5:30pm, excluding Public Holidays. The Equity service desk will be responsible for the initial recording, prioritisation and triaging of any Incidents and any subsequent escalation to our UK based technical engineers.

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

3.2.4. Minimum Data Set. Equity requires a minimum level of information and supporting evidence to be included when a ticket is logged with the Service Desk. This ensures that the correct priority is given to the ticket and that the relevant level of resources are assigned to investigate it. The following is the minimum level of information and supporting evidence required, but not limited to, for each ticket:

- 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 ticket. Tickets 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 agreed 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.

3.2.5. Escalation. Escalation of tickets will be via the Equity Ticket Tracking System and through the use of collaboration tools such as Microsoft Teams, Telephone calls and email. The Equity service delivery team will provide proactive monitoring of tickets 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 technical engineering team will be monitored by Equity and the performance figures for these interactions will be included within the monthly SDM Report (where applicable).

3.2.6. 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 Ticket 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 can provide the results of such monitoring to the Customer in a monthly SDM 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 10 minutes and every 1 hour thereafter
Priority 2 – Major	Initial response within 30 minutes and every 1 hour thereafter
Priority 3 – Medium	Initial response within 1 hour and regularly thereafter
Priority 4 – Low	Initial response within 1 hour and regularly thereafter

Priority 5 – Request	Initial response within 1 hour and regularly thereafter
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3.3. ONSITE SUPPORT.

3.3.1. Chargeable Visits to the Customer. Onsite Support is available at a cost of **£125.00 per hour**, with a minimum commitment of two (2) hours onsite or **£250.00**. A full day of onsite support is available at a cost of **£750.00**. All site visits or callouts including emergency same day visits or call outs are subject to resource availability. Time charged will include travel time, and any travel expenses incurred will be charged separately.

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 OUT OF HOURS SUPPORT).

3.4.1. Equity out of hours support. Equity can provide a dedicated On-Call support service to cover high priority Incidents outside of business hours. This is a premium service only available to customers that are paying for out of hours support monthly. This service provides assistance for technical issues which impact the ability of Equity’s customers to run their business operations. The Equity out of hours service provides diagnosis and investigation of tickets and works to restore service quickly either through agreed workarounds or documented solutions. The Equity out of hours service is in place to keep customers informed of 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. Out of hours Call-Out Multiplier. Onsite support visits that are required during a major public holiday will attract the following rate multipliers:

Monday to Friday out of hours and Saturday	£187.50 per hour (1.5 x standard rate) 2-hour minimum commitment (£375.00).
Bank holiday and Sunday	£250.00 per hour (2 x standard rate) 2-hour minimum commitment (£500.00).

3.4.3. Special Conditions/Exceptions. In the event of a major incident a member of the Equity management team will be on-call and will be authorised to take decisions on behalf of the business out of hours.

3.4.4. Additional Service Hours. If the Customer wishes to request additional supporting services from Equity they will need to write directly to the sales support team (salesupport@equity-it.co.uk) 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. TICKET PRIORITISATION.

4.1. PRIORITISATION.

All tickets logged with Equity's service desk are assigned a priority level from 1 to 5, with 1 (Critical) being the highest priority and 5 (request) being the lowest. A Ticket which results in the non-availability of a 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 Ticket Tracking System and should be based on the current or potential impact on their business operations. All other tickets logged (via call or email) will be auto assigned as a priority 3 ticket on initial logging.

4.1.2. Approved Priority. After initial contact and assessment (and with reference to the guidelines within the following table) the priority level of a ticket may be changed by a member of the Equity service desk team.

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

Priority	Description
Priority 1 - Critical	<p>An Incident which:</p> <ul style="list-style-type: none"> constitutes a loss of the service which prevents a business unit or location from working and has a critical impact on the activities of the Customer. causes significant disruption to the customer; or results in any material loss or corruption of data for a location or business unit. <p>For example: Location wide network outage</p>
Priority 2 - Major	<p>An Incident which:</p> <ul style="list-style-type: none"> has a major impact on the activities of multiple users or a department and a work around is not available. causes disruption to the customer; or results in material loss for multiple users or a department. <p>For example: Loss of network printing or a major shared directory is unavailable.</p>
Priority 3 - Medium	<p>An Incident which:</p> <ul style="list-style-type: none"> has a major impact on the activities of an individual user which can be reduced to a low impact due to the availability of a work around. have a medium impact on the activities of multiple users and departments. <p>Example: Access to a key resource for one business user which impacts year end accounting or a team in a major client meeting.</p>
Priority 4 - Minor	<p>An Incident which:</p> <ul style="list-style-type: none"> has a minor adverse impact on the provision of the service to end users. <p>For example: A business user is unable to access email via Outlook but can use Webmail</p>
Priority 5 - Request	<p>A request where:</p> <ul style="list-style-type: none"> a new starter or leaver is requested. hardware or software orders. general requests.

5. TICKET 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 – Medium	16 hours
Priority 4 – Minor	24 hours
Priority 5 – Request	5 business days

5.2. RESTORATION OF SERVICE.

The primary objective of the ticket 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 services impacted 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. 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.

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 SDM report (where applicable) and discussed within the next formal service review meeting.

6. MAJOR INCIDENT PROCEDURE.

6.1. MAJOR INCIDENT.

A major incident is an incident which has a high impact on the entire business user community, for instance the corporate domain is unavailable.

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 are classed as a Priority 5 ticket 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, by calling 0330 333 1888 (option 1) Monday to Friday 8:30 am to 5:30pm, excluding Public Holidays, via the portal (<https://equity.myportallogin.com>) or via email to service@equity-it.co.uk. The Equity Service Desk will be responsible for the initial recording and triaging of any service requests. All calls to Equity are recorded.

7.2.2. Unique ticket number. Once the service request has been recorded the unique ticket number is given to the user as a reference for further information about the progress of the service ticket. 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 as per 3.2.4.

8. ESCALATION PROCEDURE.

8.1. ESCALATION.

Equity provide a clearly defined and efficient process in the customer service plan that enables any of our Customers to 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 Service Desk Manager. For further escalation beyond this point the customer can contact the Group Service Desk Manager for Equity. Escalation of Incidents will be via the Equity ticket tracking system.

8.3. PERFORMANCE MONITORING.

The time taken to escalate tickets 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 (where applicable).

9. SERVICE PENALTIES.

9.1. SERVICE PENALTY ACCRUAL.

Service penalties are accrued every time Equity fails to deliver against the response and resolution times stated for tickets 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 will be applied via a reduction in the monthly service charge payable to Equity by the Customer.

9.2. CALCULATION OF SERVICE PENALTIES.

In each service period, total service points (“TSP”) 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 (“SC”) applicable for each service period will therefore be calculated in the following way:

$$SC = TSP \times 0.01 \times \text{Applicable Charge}$$

Where:
 "Applicable Charge" = payable for the relevant 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 support charge agreed within Appendix A of the Customer Agreement.

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 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 - Medium	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 - Request	Initial response within 2 business days	0	Within 10 business days	0

9.3.1. Penalties for service requests. Service requests are not subject to service points as they are questions or requests for new services and are not focussed 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 will be managed in two ways:

- Software installations 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.

Maintenance Window. Equity will ensure that all software installations, including hotfixes and service packs that are undertaken by our Technical Engineers are managed internally and will not result in any outages or downtime for the Customer. Where any downtime is expected, at least 20 days’ notice will be provided in advance of any outage.

10.1.1. 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.

10.1.2. Recording Changes. All changes must be requested via the Equity ticket tracking system and include as a minimum:

- Customer change requirements
- Date change to be made effective
- Customer authorisation
- A customer specific change ticket reference number

All Changes must be authorised by the Customer.

10.1.3. 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 and project management team in accordance with the associated sales order.

10.1.4. Change Freezes. Equity reserve the right, at their discretion, to implement temporary change freezes. Including, but not limited to, the Christmas or Festive period, to protect service stability. Emergency or critical changes may be undertaken where required.

11. SERVICE REVIEWS & REPORTING.

11.1. SERVICE REVIEWS.

Service reviews should be held quarterly with the customer, subject to availability and requirements. The dates for the service reviews will be agreed in advance.

11.2. SERVICE DELIVERY MANAGEMENT (“SDM”) REPORT.

The SDM report will be provided to the customer on a monthly basis.

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. SERVICE DELIVERY MANAGEMENT “SDM” REPORT AND CONTENTS.

12.1. REPORT CIRCULATION.

The SDM report will be provided to the customer’s nominated representative at the end of each service period (1 complete calendar month).

12.2. REPORT CONTENT.

The SDM report will be composed of:

Time to respond and resolve	A graph showing the average time to respond and resolve to all tickets opened within the previous six month period, broken down monthly.
Open vs closed tickets	Graph showing the number of tickets open and closed within the previous six month period, broken down monthly.
% of tickets breaching SLA (response and resolve)	Line graph showing the % of tickets which have breached any SLA (response or resolve times) with the previous six month period, broken down by month.
Current open tickets	The volume of tickets currently showing as open on the Equity ticketing system.
Tickets raised via source	Graph showing the number of tickets opened in the last month by source (call, email, portal).
Tickets currently open	List view of all open tickets, detailing contact, ticket number, summary description, priority, date entered, type, sub-type and status.
Tickets closed	List view of all closed tickets for the previous month, detailing contact, ticket number, summary description, priority, date entered, type, sub-type and status.
Tickets raised by type	Pie chart showing tickets opened by type in the previous month
Tickets raised by sub-type	Pie chart showing tickets opened by sub-type in the previous month

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 and should be notified by email to complaints@equity-it.co.uk, 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), all changes and updates to the services covered 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. 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 service issue 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 tickets		✓
Ensure tickets are responded to within agreed response times		✓
Ensure tickets 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 ticket is resolved	✓	
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		✓
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		✓
Establish mutually agreed upon Change Control process where required	✓	✓
Collaboration		
Provide customer with monthly SD reports		✓
Undertake and play an active role within periodic service reviews	✓	✓
Attend regular service delivery meetings	✓	✓
Tools		
Provide 24/7/365 access to the Equity portal to enable ticket tracking		✓

15.1 CYBER SECURITY AND DATA PROTECTION

Equity will implement and maintain reasonable and appropriate technical and organisational measures designed to protect the Customer's systems and data against unauthorised access, loss, or compromise, commensurate with the Services and security products purchased by the Customer.

While Equity will use commercially reasonable endeavours to prevent security incidents, the Customer acknowledges that no system, network, or service can be guaranteed to be completely secure. Equity does not warrant that the services will be immune from cyber security threats, including but not limited to malware, ransomware, phishing, denial of service attacks, or unauthorised access.

15.2 SECURITY INCIDENTS AND SHARED RESPONSIBILITY.

Responsibility for cyber security is shared between Equity and the Customer. Equity’s obligations are limited to the scope of services and security controls expressly agreed in writing. The Customer remains responsible for the security of any systems, software, configurations, user behaviour, third-party services, or devices not managed or supplied by Equity.

In the event of a suspected or confirmed security incident affecting systems under Equity’s management, Equity will notify the Customer without undue delay and provide reasonable assistance in investigating, containing, and remediating the incident in accordance with the agreed services.

Standard helpdesk tickets are designed to resolve day-to-day IT issues. Cyber security incidents are emergency situations that may involve active attacks, data risk, or legal and regulatory considerations, and often require immediate, specialist intervention.

For this reason, security incident response is handled separately from standard support and is chargeable unless the Customer has an agreed security or incident response service in place.

16. 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”	A ‘Change’ is defined 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 standardised 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 a ticket 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.
“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.
“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.
“Resolution Time”	A measure of 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 tickets that do not have associated problem records are documented in the ticket record.