

SPECIFIC CONDITIONS I8 – CLOUD REMOTE TECHNICAL SUPPORT & ADVICE SERVICES

These Specific Conditions govern the Cloud Remote Technical Support & Advice Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”) and Specific Conditions X3 – Standard Operational Services (“Specific Conditions X3”), which shall be deemed to be incorporated into the Contract for the performance of any Cloud Remote Technical Support & Advice Services provided under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“Fair Usage Policy”	means as detailed in paragraph 8;
“Operating System”	means the operating system software that manages the Customer’s Cloud hardware and software resources and which provides common services for software to run on the hardware;
“Remote Technical Support & Advice”	means reactive technical advice as further detailed in paragraph 3;
“Remote Technical Support & Advice Hours”	means the volume of hours per month made available to the Customer for Remote Technical Support & Advice, as set out in the Order Form;
“Remote Technical Support & Advice Supported Products”	means those products specified as “Supported Products” in the Order Form for the purposes of Remote Technical Support & Advice;
“Cloud”	means compute resources located in a Customer Premises or a data centre; and
“Cloud Remote Technical Support & Advice Services”	means the Services provided by the Company in accordance with these Specific Conditions.

1.2 All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions, Specific Conditions X3 or other applicable Specific Conditions.

2 COMMENCEMENT DATE AND MINIMUM TERM

2.1 The Commencement Date of the Cloud Remote Technical Support & Advice Services is the date specified as such in the Order Form or if no date is specified, the Effective Date.

2.2 The Minimum Term for the Cloud Remote Technical Support & Advice Services shall be as set out in the Order Form, or if no Minimum Term is specified, 12 (twelve) months from and including the Commencement Date.

3 REMOTE TECHNICAL SUPPORT & ADVICE

3.1 The Company will provide reactive technical support and advice to the Customer Representative to support the Customer in relation to Incidents raised with the Service Desk in respect of the Remote Technical Support & Advice Supported Products.

3.2 The Customer Representative will raise a question or Incident relating to the Remote Technical Support & Advice Supported Products with the Service Desk by telephone and/or web portal, as directed by the Company from time to time. The Customer Representative must log all Critical Incidents with the Service Desk via telephone.

3.3 After the Customer Representative has raised a request for Remote Technical Support & Advice in accordance with paragraph 3.2, the Company:

- 3.3.1 will create a record of the Incident and provide a reference number to the Customer;
- 3.3.2 will categorise the Incident in accordance with the Incident Priority Levels;
- 3.3.3 will attempt to diagnose the Incident initially by telephone and will ensure that a suitably qualified engineer responds to the Incident;
- 3.3.4 will arrange for an appropriately skilled support engineer to call the Customer back within the Incident Response Times;
- 3.3.5 will provide assistance via telephone or, where made available by the Customer to the Company, remotely via remote access facilities to the Customer’s infrastructure; and
- 3.3.6 may, where approval has been provided in accordance with paragraph 4.1.5, make configuration changes to the Remote Technical Support & Advice Supported Products, to attempt to resolve the Incident or Service Request. For the avoidance of doubt: (i) the Company does not guarantee the resolution of the Incident or Service Request; and (ii) subject to clause 9.2 of the Conditions, the Company shall not be liable to the Customer for any loss or damage suffered by the Customer as a consequence of the Company’s attempts to resolve the Incident or Service Request.

3.4 Where specified in the Order Form that Remote Technical Support & Advice is available “Out of Hours”, the Company will make the Remote Technical Support & Advice service available at any time, otherwise the Company shall make the Remote Technical Support & Advice service available during Normal Working Hours only.

4 CUSTOMER OBLIGATIONS

4.1 The Customer shall:

- 4.1.1 procure all relevant Vendor support agreements directly from the Vendor;
- 4.1.2 nominate Customer Representatives who may raise requests for Cloud Remote Technical Support & Advice Services;
- 4.1.3 at the time of raising a request for Cloud Remote Technical Support & Advice Services, provide to the Company details of all previously completed triage and diagnostics testing (and results thereof) that relate to the subject matter of the Incident or Service Request;
- 4.1.4 if the Customer requires the Company to directly access the Customer’s environment and/or the Operating System, provide to the Company all necessary connectivity and remote access; and
- 4.1.5 provide prior written approval using the Company’s web portal if the Customer requires the Company to make changes to the Remote Technical Support & Advice Supported Products on the Customer’s behalf.

4.2 The Customer shall provide all necessary remote access and any log-in credentials required by the Company in order for the Company to perform the Cloud Remote Technical Support & Advice Services.

4.3 The Customer shall provide any configuration documentation reasonably requested by the Company in order to support the Company’s ability to translate and recognise the Customer infrastructure and environment within which the Cloud Remote Technical Support & Advice Services are to be delivered.

5 EXCLUSIONS

5.1 The following are excluded from the Cloud Remote Technical Support & Advice Services:

- 5.1.1 requests that involve the provision of training to the Customer (which for the avoidance of doubt includes its employees, agents, consultants or subcontractors);
- 5.1.2 the cost of any software licence renewals or security certificate renewals;
- 5.1.3 technical planning or consultancy services and/or installation support;
- 5.1.4 the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any patches or upgrades to the Remote Technical Support & Advice Supported Products released by the Vendor;
- 5.1.5 any Vendor or other third party costs required to be incurred in order to resolve an Incident and/or to reduce the likelihood of further Incidents;
- 5.1.6 any requirement for Company Personnel to visit Customer Premises;

- 5.1.7 Remote Technical Support & Advice Supported Products, where the Customer's current version of that Remote Technical Support & Advice Supported Product is no longer supported by the Vendor;
- 5.1.8 Incidents relating to the underlying infrastructure that the Remote Technical Support & Advice Supported Products reside on, including the physical hardware; and/or
- 5.1.9 liaising with any Vendor where such Vendor does not recognise the Company as an authorised party to liaise with on behalf of the Customer.

6 CHARGES

- 6.1 The Charges for the Cloud Remote Technical Support & Advice Services are as identified in the Order Form.
- 6.2 The Charges will be invoiced annually in advance or as otherwise stated in the Order Form, with the first invoice issued by the Company on or around the Commencement Date and annually thereafter.

7 SERVICE LEVELS

- 7.1 The Company will provide the management of Incidents in accordance with Specific Conditions X3.
- 7.2 The Company will perform the Request Fulfilment in accordance with Specific Conditions X3.

8 FAIR USAGE POLICY

- 8.1 All Cloud Remote Technical Support & Advice Services provided under these Specific Conditions are provided on a 'reasonable use' basis, as determined by the Company in accordance with this paragraph 8.
- 8.2 If, using its reasonable judgement, the Company considers that use of the Cloud Remote Technical Support & Advice Services by the Customer has consistently or notably exceeded the Remote Technical Support & Advice Hours, or that individual requests made by the Customer are not reasonable in nature, the Customer agrees that the Company may take reasonable steps to address the usage pattern or request. Such reasonable steps may include but may not be limited to:
 - 8.2.1 a request by the Company for both parties to convene within 14 (fourteen) days to review the Incidents causing the requests for Cloud Remote Technical Support & Advice Services and to agree a plan to reduce the number of Incidents being raised;
 - 8.2.2 the Company carrying out remedial work to address the root cause of the Incidents or other issues that are causing overuse of the Cloud Remote Technical Support & Advice Services, such work being chargeable by the Company on a time and materials basis; and/or
 - 8.2.3 the Company revising the Remote Technical Support & Advice Hours along with the associated recurring Charges or imposing additional time and materials Charges in consideration of the overuse and/or additional Remote Technical Support & Advice Services requested.