

SPECIFIC CONDITIONS O2 – REMOTE SUPPORT

These Specific Conditions govern the Remote Support 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 Equipment and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contact for the performance of any Remote Support performed 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:

“Critical Incident”	means a Priority 1 (P1) Incident as determined in accordance with the Priority levels and Priority Level Examples set out in Table 1 and Table 2 in paragraph 10.3.1;
“Fair Use”	have the meanings set out in paragraph 6;
“Incident”	means any unplanned interruption or other failure, issue or problem that the Customer is experiencing in respect of the Supported Products;
“Incident Response Time”	means as defined in Table 3 (Incident Response Times) in paragraph 10.3.2;
“Out of Hours”	means any time outside of the Support Hours;
“Remote Support”	means the Services provided by the Company to the Customer in accordance with these Specific Conditions;
“Remote Support Hours”	means the agreed volume of hours per month made available to the Customer for Remote Support, as set out in the Order Form;
“Service Desk”	means the service desk provided by the Company to act as the initial point of contact for the Customer Representatives to log a request for Remote Support;
“Support Hours”	means 8am to 6pm on Business Days;
“Supported Products”	means those products listed as Supported Products on the Order Form for the purposes of the Remote Support;
“Tier 1”	means an initial support level who are responsible for resolving basic End User IT issues and dealing with the first contact for all End User issues;
“Tier 2”	means a more in-depth technical support level than Tier 1 with more experienced and knowledgeable technicians than Tier 1 on a particular product or service; and
“Tier 3”	means the expert technical support, being the highest level of support in a three-tiered IT technical support model responsible for handling the most difficult or advanced issues or problems.

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

2 COMMENCEMENT DATE

2.1 The Commencement Date of the Remote Support services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Remote Support services to the Customer.

3 MINIMUM TERM

3.1 The Minimum Term for the Remote Support shall be as set out in the Order Form, or if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date of the Remote Support services.

4 SERVICES

4.1 Remote Support comprises a reactive Tier 3 technical advice line to support the Customer with responding to queries and/or resolving Incidents in respect of the Supported Products. Remote Support will be given via telephone or, where made available by the Customer to the Company, remotely via remote access facilities to the Customer’s infrastructure. Subject to the Fair Use policy, the Company will provide Remote Support for the Supported Products.

4.2 The Company will provide a Service Desk to act as the initial point of contact for handling the Customer’s requests for Remote Support in respect of Incidents. The Service Desk will be shared between the Customer and other customers of the Company. The Service Desk is for use by Customer Representatives only in respect of Remote Support and, unless expressly provided in an Order Form, shall not accept calls or requests for Remote Support from End Users. The Service Desk will be available during the Support Hours, for logging, recording and managing requests for Remote Support.

4.3 The Customer Representatives may at any time during the Support Hours notify the Service Desk of a question or Incident relating to the Supported Products via telephone and/or a web portal, as directed by the Company from time to time. All Critical Incidents must be logged via telephone with the Service Desk.

4.4 Once the Customer has raised a request for Remote Support the Company will:

- 4.4.1 create a record of the Incident and provide a reference number to the Customer;
- 4.4.2 categorise the Incident in accordance with the priorities in paragraph 10.3.1; and
- 4.4.3 attempt to diagnose the Incident initially by telephone to ensure that the most suitable Tier 3 support engineer responds to the Incident; and
- 4.4.4 arrange for an appropriate Tier 3 support engineer to call the Customer back within the Incident Response Time.

4.5 An annual technical audit of the Supported Products and the Customer’s underlying infrastructure is included with Remote Support. The technical audit will suggest improvements to the Supported Products and/or the Customer’s wider infrastructure and estate that, when implemented, may reduce the number of Remote Support Hours required to be purchased each month. The technical audit will be conducted remotely by the Company. All Critical Incidents must be logged via telephone with the Service Desk.

5 OUT OF HOURS SUPPORT

5.1 An Out of Hours support service is available at an additional Charge, which will be stated on the Order Form, solely for Critical Incidents, which must be logged via telephone only.

6 FAIR USE

6.1 All Remote Support provided under these Specific Conditions are provided on a ‘reasonable use’ basis, as determined by the Company in accordance with this paragraph 6.

6.2 If, using its reasonable judgement, the Company considers that use of the Remote Support by the Customer has consistently or notably exceeded the Remote Support Hours threshold stated on the Order Form or that individual requests made by the Customer is not reasonable in nature, the Customer agrees that the Company may take reasonable steps to address the usage pattern or request. Such steps may include:

- 6.2.1 a request by the Company that both parties shall convene within 14 (fourteen) days to review the Incidents causing the requests for Remote Support and agree a plan to reduce the number of Incidents being raised;
- 6.2.2 the Company carrying out remedial work to address the root cause of the Incidents or other issues that are causing overuse of the Remote Support, such work being chargeable by the Company on a time and materials basis; and/or
- 6.2.3 the Company revising the agreed threshold for Remote Support Hours along with the associated recurring Charges or imposing additional time and materials Charges in consideration of the overuse and/or additional Services requested.

7 CUSTOMER OBLIGATIONS

- 7.1 The Customer will:
- 7.1.1 procure all relevant Vendor support agreements directly;
 - 7.1.2 provide the Company with all relevant Vendor support agreement details to enable the Company to raise support requests with Vendors as relevant and required;
 - 7.1.3 nominate approved Customer Representatives who may log Remote Support related requests with the Company;
 - 7.1.4 provide details of all Tier 1 and Tier 2 triage and diagnostics testing (and results thereof) to the Company when raising a request for support in order for the Company's resources to review and factor in to any further action required to be undertaken by the Company.
 - 7.1.5 provide all and any connectivity and remote access for the Company's resources to utilise if the Customer requires the Company's resources to directly access the Customer environment.
- 7.2 As Remote Support is for the provision of Tier 3 support, the Customer shall perform all usual and appropriate Tier 1 and Tier 2 triage and diagnostics activities before contacting the Company for the Remote Support.
- 7.3 The Customer shall provide all necessary remote access and any log-in credentials required by the Company in order to perform the technical audit.
- 7.4 The Customer shall provide any and all relevant configuration documentation as 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 Remote Support is required to be delivered.

8 EXCLUSIONS

- 8.1 The following are excluded from the Remote Support:
- 8.1.1 requests that involve training of the Customer, its staff or subcontractors;
 - 8.1.2 the cost of any software licence renewals or security certificate renewals;
 - 8.1.3 technical planning or consultancy services and/or installation support;
 - 8.1.4 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 Supported Product released by the Vendor;
 - 8.1.5 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;
 - 8.1.6 any requirement for Company Personnel to visit Customer Premises;
 - 8.1.7 Supported Products where the Customer's current version of that Supported Product is no longer supported by the Vendor, in respect of which the Company will notify the Customer of any versions of any Supported Products that are no longer supported by the Vendor;
 - 8.1.8 Incidents relating to the underlying infrastructure that the Supported Products reside on, including the physical hardware; and
 - 8.1.9 liaising with relevant third party Vendors where such Vendors do not recognise the Company as an authorised party to liaise on behalf of the Customer;

(the "Excluded Services") and, where the Customer requests any such Excluded Services to be provided, may be chargeable on a time and materials basis in addition to the Charges, at the Company's standard rates.

- 8.2 Remote Support is for use by Customer Representatives only and, unless expressly provided in an Order Form, the Service Desk is not intended to handle calls or other contact from the Customer's End Users in respect of Remote Support.

9 CHARGES

- 9.1 The agreed Remote Support Hours and the Charges for the agreed Remote Support Hours shall be as identified in the Order Form.
- 9.2 The Charges will be invoiced annually in advance with the first invoice issued by the Company on or around the Commencement Date for the Remote Support and annually thereafter.

10 SERVICE LEVELS

- 10.1 Subject to paragraph 10.2, the Company will provide the Remote Support in accordance with the Service Levels set out in this paragraph 10.

- 10.2 The Company will provide the Remote Support in accordance with any Service Levels identified in the Order Form.

10.3 Incidents

- 10.3.1 The Company will categorise and log Incidents through the Service Desk using the following Incident Priority Levels as set out in Table 1 and as more particularly described in Table 2 below:

Table 1: Priority Level Overview

Impact Urgency	1 – Organisation Wide	2 – Multiple Business Functions or Single Customer Premises	3 – Single Business Function	4 – Individual End User
1 – Total Loss of service	P1	P1	P2	P3
2 – Degraded service	P1	P2	P3	P3
3 – Threat to service	P2	P3	P3	P4
4 – Non-urgent	P3	P3	P4	P4

Table 2: Priority Level Examples

Priority		Examples
P1	Critical Incident	Significant revenue, operational or safety impact on the Customer. A total loss of service affecting a single Customer Premises or multiple departments or business functions of the Customer. A service is significantly degraded affecting the entire Customer organisation.
P2	High Risk Incident	A total loss of a service affecting a single department or business function of the Customer. A service is degraded or impacted affecting multiple departments or a single Customer Premises.
P3	Medium Risk Incident	A service is degraded or impacted affecting a single department or business function of the Customer. A service is degraded or a total loss of service for an individual End User.
P4	Minor Incident	Any incident not classified as a P3 or above.

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10.3.2 The Company's Tier 3 support engineer will respond to an Incident in accordance with paragraph 4.4.4 within the agreed Incident Response Times set out in Table 3 below depending on the Priority Level for the Incident, unless otherwise set out in the Order Form.

Table 3: Incident Response Times

Priority		Incident Response Time (within Support Hours)
P1	Critical Incident	1 Support Hour
P2	High Risk Incident	4 Support Hours
P3	Medium Risk Incident	8 Support Hours
P4	Minor Incident	3 Business Days