

SPECIFIC CONDITIONS X10 – THIRD-PARTY MANAGEMENT SERVICES

These Specific Conditions govern the Third-Party Management 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 Third-Party Management Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions have the following meanings for the purposes of these Specific Conditions only:
- | | |
|---|---|
| “Company Subcontracted Third Party” | means a Third Party contracted by the Company on the Customer’s behalf; |
| “Customer Contracted Third Party” | means a Third Party contracted by the Customer to supply products and/or services to the Customer; |
| “Delegated Authority” | means where the Customer grants the Company authority to act on the Customer’s behalf; |
| “Tickets” | means Incidents, Problems and/or Service Requests; |
| “Third Party” | means third parties that supply products and/or services to the Company on the Customer’s behalf or directly to the Customer; |
| “Third-Party Escalation Management” | means as defined in paragraph 4.6; |
| “Third-Party Incident Management” | means as defined in paragraph 4.3; |
| “Third-Party Incident Response Time” | means as defined in paragraph 6.1.3; |
| “Third-Party Management Service Desk” | means the service desk provided by the Company in relation to the Third-Party Management Services to act as the single point of contact for the Customer’s Representatives; |
| “Third-Party Management Service Levels” | means as defined in paragraph 6; |
| “Third-Party Management Services” | means the Services provided to the Customer by the Company in accordance with these Specific Conditions; |
| “Third-Party Problem Management” | means as defined in paragraph 4.4; |
| “Third-Party Reporting “ | means as defined in paragraph 4.7; |
| “Third-Party Request Management” | means as defined in paragraph 4.5; |
| “Third-Party Service Request Response Time” | means as defined in paragraph 6.2; |
| “Third-Party Supplier Service Management” | means as defined in paragraph 4.8; and |
| “Third-Party Management Ticket Numbers” | means the volume of Tickets made available to the Customer for Third-Party Management Services, as set out in the Order Form. |
- 1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions or Specific Conditions X3.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the Third-Party Management Services is the date on which the Company commences provision of the Third-Party Management Services to the Customer.

3 MINIMUM TERM

- 3.1 The Minimum Term for the Third-Party Management Services shall be as specified in the Order Form or, if no Minimum Term is specified, twelve (12) months from the Commencement Date.

4 SERVICE DELIVERABLES

4.1 Third-Party Management Services

The Third-Party Management Services will be available to the Customer for Third-Party services that include an on-going Third-Party provision managed by the Company as either a Company Subcontracted Third Party or Customer Contracted Third Party and that therefore require a formal mechanism for regular communications between the Customer, the Company and the Third Party.

4.2 Third-Party Management Service Desk

- 4.2.1 Where identified in the Order Form that the Company will provide Third-Party Management Service Desk, the Company will provide a Third-Party Management Service Desk to act as the point of contact for handling Service Requests and Incident Notifications. The Service Desk will be used by the Customer and other customers of the Company.
- 4.2.2 The Service Desk is for use by Customer Representatives only and, unless expressly provided in an Order Form or the applicable Specific Conditions, is not intended to handle calls or other contact from End Users.
- 4.2.3 The Third-Party Management Service Desk will be available during the Service Desk Hours, for logging, recording and managing Service Requests and Incident Notifications.
- 4.2.4 For all Third-Party Management Service Desk Services, the Company will further provide:
- a process for categorising the incoming Service Requests and Incident Notifications as Incidents, Problems and/or Service Requests; and
 - a process for categorising all Incidents with an appropriate Priority Level in accordance with paragraph 5.1.

4.3 Third-Party Incident Management

- 4.3.1 Where identified in the Order Form that the Company will provide Third-Party Incident Management, the Customer may at any time during the Service Desk Hours raise an Incident Notification with the Third-Party Management Service Desk as directed by the Company from time to time. P1 Incidents must always be raised by the Customer with the Third-Party Management Service Desk by telephone.
- 4.3.2 Once the Customer has raised an Incident Notification the Company will:
- create a record of the Incident Notification and provide an Incident Notification reference number to the Customer;
 - categorise the Incident in accordance with the priorities set out in paragraph 5.1; and
 - raise the Incident with the relevant Third Party in accordance with Table 3 (Third-Party Incident Response Times) in paragraph 6.1.3.
- 4.3.3 The Company will endeavour to provide regular updates in relation to Incidents as reasonably agreed with the Customer.

4.4 Third-Party Problem Management

- 4.4.1 Where identified in the Order Form that the Company will provide Third-Party Problem Management, the Company will;
- create a record of a Problem and provide a reference number to the Customer;
 - investigate the underlying cause of a Problem;
 - raise the Problem with the relevant Third Party in a timely manner;

- (d) investigate any potential steps that may be taken by either party (whether or not involving a Change or a Variation to this or any other relevant Contract) to either solve or remove the Problem or prevent further Incidents from happening;
- (e) seek to minimise the impact of future Incidents that cannot be prevented by having effective workarounds detailed and available to both the Customer's, the Company's and Third Parties' service teams; and/or
- (f) endeavour to provide regular updates in relation to Problems as reasonably agreed with the Customer.

4.5 Third-Party Request Management

4.5.1 Where identified in the Order Form that the Company will provide Third-Party Request Management, the Customer may at any time during the Service Desk Hours raise a Service Request with the Service Desk. Service Requests are logged and managed by the Company in accordance with the Company's standard processes.

4.5.2 The Company will:

- (a) create a record of a Service Request and provide a reference number to the Customer;
- (b) raise the Service Requests with the relevant Third Party in accordance with the Service Request Response Times in accordance with paragraph 6.2.2; and
- (c) endeavour to provide regular updates in relation to Service Requests as reasonably agreed with the Customer.

4.6 Third-Party Escalation Management

4.6.1 Where identified in the Order Form that the Company will provide Third-Party Escalation Management and the Third Party is a Company Subcontracted Third Party or a Customer Contracted Third Party where the Company has Delegated Authority, the Company will use reasonable endeavours to:

- (a) monitor Tickets raised with the Third-Party for service level delays;
- (b) where a documented escalation procedure exists with a Third Party follow that procedure to raise an escalation;
- (c) request a management escalation with the Third Party; and
- (d) endeavour to provide regular updates on Tickets as reasonably agreed with the Customer.

4.7 Third-Party Reporting

4.7.1 Where identified in the Order Form that the Company will provide Third-Party Reporting, the Company will provide a report with details on:

- (a) Incident and Service Request service level achievement for the Third-Party Management Services; and
- (b) Incident and Service Request service level achievement from the Third Party.

4.8 Third-Party Supplier Service Management

4.8.1 Where identified in the Order Form that the Company will provide Third-Party Supplier Service Management, the Company will;

- (a) review reporting as specified in paragraph 4.7;
- (b) provide any relevant analysis and commentary on SLA achievement, performance trends and improvement ideas; and
- (c) the Company will organise a review meeting according to the frequency set out in the Order Form.

5 INCIDENT PRIORITY LEVELS

5.1 The Company will categorise and log Incidents through the Third-Party Management Service Desk using the following Incident Priority Levels as set out in Table 1 (Priority Level Overview) and as more particularly described in Table 2 (Priority Level Examples):

Table 1: Priority Level Overview

Impact Urgency	1 - Organisation Wide	2 – Multiple Business Functions or Single Customer Premises	3 – Single Business Function	4 – Individual 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.

6 SERVICE LEVELS

6.1 General

6.1.1 Subject to paragraph 6.1.2, the Company will provide the Third-Party Management Services in accordance with the Service Levels set out in this paragraph 6.

6.1.2 The Company will provide the Third-Party Management Services in accordance with any Service Levels identified in Table 2 (Priority Level Examples) in paragraph 5.1 that is not limited to being provided during the Support Hours in accordance with Table 3 (Third-Party Incident Response Times) in paragraph 6.1.3).

- 6.1.3 The Company will respond to an Incident Notification in accordance with paragraph 4.3.2 within the Incident Response Times below, unless otherwise set out in the Order Form.

Table 3: Third-Party Incident Response Times

Priority	Title	Third-Party Incident Response Time	Service Level	Coverage Hours
P1	Incident Response – P1	Daisy to record, classify and log with the Third Party within 30 minutes	90%	24x7
P2	Incident Response – P2	Daisy to record, classify and log with the Third party within 1 hour	90%	Service Desk Business Hours
P3	Incident Response – P3	Daisy to record, classify and log with the Third party within 1 hour	90%	Service Desk Business Hours
P4	Incident Response – P4	Daisy to record, classify and log with the Third party within 1 hour	90%	Service Desk Business Hours

6.2 Third-Party Request Fulfilment Service Levels

- 6.2.1 The Company will categorise all Service Requests received via the Third Party Service Desk based on the relevant information provided by the Customer at the time of raising the Service Request.
- 6.2.2 Unless otherwise set out in the Order Form, the Company will pick up a Service Request, open a ticket for the Service Request and begin working on the Service Request within the Service Request Response Times set out in Table 4 (Third-Party Service Request Response Time) below.

Table 4: Third-Party Service Request Response Time

Title	Third-Party Service Request Response Time	Service Level	Coverage Hours
Service Request	Daisy to record, classify and log with the Third Party within 1 hour	90%	Service Desk Business Hours

7 SERVICE LEVEL EXCLUSIONS

- 7.1 The following Service Level Exclusions apply:

- Service levels in relation to the supply of products and services by the Third Party are subject to the Third-Party contract in place;
- where a Vendor resolution is required this will be subject to the Vendor Service Level;
- where an Incident is diagnosed as requiring hardware repair or replacement to resolve the Incident the relevant Third Party contract will apply;
- Third-Party Problem Management is only available where the Third Party provides Problem services within the Third-Party Services;

8 CUSTOMER OBLIGATIONS

- 8.1 The Company or Third Party may, from time to time, advise the Customer to apply patches and/or upgrade its Supported Equipment. If the Customer does not follow such advice within a notified period, the Company may, at its sole discretion, without liability to the Customer and without prior notice, take appropriate action which may include but not be limited to, powering down the Supported Equipment or isolating the Supported Equipment until further notice. The Customer shall be liable for any costs incurred by the Company in taking such action.
- 8.2 Where required the Customer will provide Delegated Authority for the Company to act on the Customers behalf.
- 8.3 The Customer must ensure that all Tickets are pre-authorised including in relation to Change Management prior to logging with the Company. The Company will act on all Tickets as directed by the Customer.
- 8.4 The Customer agrees to indemnify and keep indemnified Daisy against all liabilities, losses, actions, proceedings, damages costs (including legal costs), claims, demands and expenses brought or made against or suffered or incurred by Daisy arising out of or connected with any act, omission, negligence or breach of contract by the Third Party.

9 FAIR USAGE POLICY

- 9.1 All Third-Party Management Services provided under these Specific Conditions are provided on a 'reasonable use' basis, as determined by the Company in accordance with this paragraph 9.
- 9.2 If, using its reasonable judgement, the Company considers that use of the Third-Party Management Services by the Customer has consistently or notably exceeded the Third Party Management Ticket Numbers, 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:
- a request by the Company for both parties to convene within 14 (fourteen) days to review the Tickets for Third-Party Management Services and to agree a plan to reduce the number of Incidents being raised;
 - the Company carrying out remedial work to address the root cause of the Incidents or other issues that are causing overuse of the Third-Party Management Services, such work being chargeable by the Company on a time and materials basis; and/or
 - the Company revising the Third-Party Management Ticket Numbers along with the associated recurring Charges or imposing additional time and materials Charges in consideration of the overuse.
- 9.3 Third-Party Management Ticket Numbers will not be carried forward to the next contract year and will expire at the end of the contract year in which they were purchased.