

SPECIFIC CONDITIONS X3 – STANDARD OPERATIONAL SERVICES

These Specific Conditions govern the Standard Operational 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”), which shall be deemed to be incorporated into this Contract.

The Standard Operational Services set out under the headings “Change Management”, “Service Desk”, “Event Management”, “Incident Management”, “Major Incident Management”, “Problem Management” shall only benefit the Customer if such Services are referred to as being part of this Contract in the Order Form or the applicable 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:

“Change”	means the addition, modification or removal of anything operationally that could have an effect on the Relevant Services;
“Change Management”	means the process for controlling the lifecycle of all Changes, enabling beneficial operational changes to be made with minimum disruption to the Relevant Services;
“Change Management Enhanced Service Levels”	means as set out in paragraph 7.4;
“Change Management Times”	means as defined in Table 7 (Change Management Times) in paragraph 7.4.1;
“Coverage Hours”	means the hours within which the Standard Operational Services will be provided which will be in accordance with the Incident Priorities as set out in Table 2 (Priority Level Examples) in paragraph 5.1;
“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 (Priority Level Overview) and Table 2 (Priority Level Examples) in paragraph 5.1;
“Emergency Change”	means a Change that should be introduced as soon as reasonably possible, for example to resolve an Incident;
“Enhanced Service Levels”	means as defined in paragraph 7;
“Event”	means when specific conditions or thresholds are met or a change of state arises that has significance for the management of the Relevant Services or an alert or notification is created by any monitoring system or tool (as appropriate) that may cause an interruption to, or a reduction in, the quality of the Relevant Services if specific actions are not undertaken in each case according to the parameters set in the monitoring system;
“Event Management”	means the process for responding to an Event and managing the lifecycle of an Event in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Incident”	means an unplanned interruption to the Relevant Services or a reduction in the quality of the Relevant Services and includes any failure of Supported Equipment that has not yet affected the Relevant Services;
“Incident Management”	means the process for managing the lifecycle of all Incidents in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Incident Management Enhanced Service Levels”	means as set out in paragraph 7.2;
“Incident Notification”	means any notification of an Incident made by the Customer in accordance with paragraph 4.4.1;
“Incident Response Time”	means as defined in Table 3 (Incident Response Times) in paragraph 6.1.3;
“Incident Technical Resolution”	means as defined in Table 5 (Incident Technical Resolution Times) in paragraph 7.2.1;
“Major Incident”	means, where the Customer has chosen to take the Major Incident Management Services as stated on the Order Form, any Critical Incident that is expected to result in significant disruption to the Customer’s business or otherwise has a significant impact or urgency for the Customer that demands a response beyond the routine Incident Management process and that the Customer therefore chooses to categorise as a Major Incident;
“Major Incident Management Services”	means the process for managing all Major Incidents in accordance with paragraph 4.5, including the appointment by the Company of a dedicated Incident manager;
“Normal Change”	means a Change that is not an Emergency Change or a Standard Change;
“Priority Level”	means the priority level allocated to an Incident by the Company, in accordance with paragraph 5.1, based on the information provided by the Customer to the Company at the time of the Incident Notification;
“Problem”	means a cause of one or more Incidents that has been identified from an Incident or series of related Incidents or other reactive sources (for example arising out of a root cause analysis following a Major Incident but not including any proactive measures such as trend reports) and the cause of which is not usually known at the time the Problem is identified;
“Problem Management”	means carrying out further investigation of a Problem and the process for managing the investigation and lifecycle of all Problems in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Relevant Services”	means as defined in paragraph 4.1;
“Request Fulfilment”	means the process for managing the lifecycle of all Service Requests in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Request Fulfilment Enhanced Service Levels”	means as defined in paragraph 7.3;
“Service Desk”	means the service desk provided by the Company to act as the single point of contact for the Customer’s Representatives;
“Service Desk Hours”	means 24 hours a day, 7 days a week, 365 days of the year;
“Service Desk Business Hours”	means 07:00 to 19:00 on any Business Day;
“Service Request”	means a formal request from a Customer Representative for a Change and/or something to be provided relating to the Relevant Services;
“Service Request Catalogue”	means a list of Service Requests as set out by the Company, documented in writing and subject to change by the Company from time to time;
“Service Request Response Time”	means as defined in Table 4 (Service Request Response Times) in paragraph 6.2.2;
“Standard Service Request”	means as defined in paragraph 6.2.1;
“Standard Service Request Completion Time”	means as defined in Table 6 (Standard Service Request Completion Times) in paragraph 7.3.1;
“Standard Service Request Complex”	means as defined in paragraph 7.3;

"Standard Service Request Simple"	means as defined in paragraph 7.3;
"Standard Change"	means a Change that is low risk and follows a well-documented procedure or work instruction for both approval (or pre-approval) and implementation;
"Standard Change Catalogue"	means a list of Standard Changes as set out by the Company, documented in writing and subject to change by the Company from time to time;
"Standard Operational Services"	means the Services provided in accordance with these Specific Conditions by the Company to the Customer to support the Relevant Services;
"Support Hours"	means 8am to 6pm on Business Days;
"Supported Equipment"	means only such items of hardware, equipment and assets that are expressly and individually listed in the Order Form as Supported Equipment;
"Technical Diagnosis"	means the act of identifying the cause of an Incident by investigating and analysing its signs and symptoms, resulting in a conclusion of the reason for the Incident and identifying the steps required to restore the Relevant Services or otherwise resolve the Incident; and
"Technical Support Business Hours"	09:00 to 17:30 on any Business Day.

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 other applicable Specific Conditions.

2 COMMENCEMENT DATE

2.1 The Commencement Date of the Standard Operational Services is the date specified as such for the Relevant Services.

3 MINIMUM TERM

3.1 The Minimum Term for the Standard Operational Services is the Minimum Term for the Relevant Services.

4 SERVICE DELIVERABLES

4.1 Relevant Services

The Standard Operational Services will be available to the Customer for those Services that include an on-going managed service provision from the Company and that therefore require a formal mechanism for Incident Management, Change Management and other regular communications between the Customer and the Company (the "**Relevant Services**") to the extent that the relevant Specific Conditions provide for the relevant element of the Standard Operational Services (Change Management, Event Management, Incident Management and/or Problem Management) under these Standard Operational Services.

4.2 Service Desk

4.2.1 The Company will provide a Service Desk to act as the point of contact for handling Service Requests and Incident Notifications in respect of the Relevant Services. 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 Service Desk will be available:

- (a) during the Service Desk Hours, for logging, recording and managing Service Requests and Incident Notifications in relation to the Relevant Services;
- (b) during the Service Desk Hours, for diagnosing any Critical Incident (and/or any High Risk Incident as defined 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 (Incident Response Times) in paragraph 6.1.3) for any Relevant Service; and
- (c) during the Support Hours, for diagnosing any Incident other than an Incident to which paragraph 4.2.3(b) above applies for any Relevant Service.

4.2.4 For all Relevant Services, the Company will further provide:

- (a) an authorisation process to validate the identity of the Customer Representative and the rights of each such Customer Representative in relation to Service Requests and Incident Notifications;
- (b) a process for categorising the incoming Service Requests and Incident Notifications as Events, Incidents, Problems, Changes and/or Service Requests; and
- (c) a process for categorising all Incidents with an appropriate Priority Level in accordance with paragraph 5.1.

4.3 Event Management

4.3.1 Where monitoring expressly forms part of the Relevant Services as provided for in the relevant Specific Conditions for the Relevant Services, an Event ticket will be created by the Company's monitoring system when specific thresholds or conditions are met for the Relevant Services being monitored. The Event will be allocated a priority according to the agreed parameters set in the monitoring system.

4.3.2 The Company will:

- (a) record, classify, diagnose and/or resolve Events as applicable in order to minimise any risk to the Relevant Services;
- (b) raise an Incident Notification for any service impacting Events and notify the Customer of such Incident promptly, such Incident will be allocated a Priority Level based on the Company's estimate of the potential impact and urgency at the time of raising the Incident Notification; and
- (c) contribute to the Company's knowledge management system with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

4.4 Incident Management

4.4.1 The Customer may at any time during the Service Desk Hours raise an Incident Notification with the Service Desk either by telephone and/or via an internet portal as directed by the Company from time to time. Critical Incidents must always be raised by the Customer with the Company's Service Desk by telephone.

4.4.2 Once the Customer has raised an Incident Notification the Company will:

- (a) create a record of the Incident Notification and provide an Incident Notification reference number to the Customer;
- (b) attempt to diagnose the Incident initially by telephone;
- (c) categorise the Incident in accordance with the priorities set out in paragraph 5.1; and
- (d) commence the Technical Diagnosis.

4.4.3 In providing Incident Management, the Company will use reasonable endeavours to ensure that normal service operation is restored as quickly as possible and that business impact to the Customer is minimised.

- 4.4.4 The Company will:
- (a) notify the Customer of the outcome of the Technical Diagnosis as soon as reasonably practicable, including notification of any next steps being undertaken by the Company to seek to resolve the Incident, which may include a recommended Change;
 - (b) use reasonable endeavours to correctly diagnose and take steps to resolve Incidents in accordance with the Priority Level for that Incident, as soon as reasonably practicable in order to minimise impact to the Relevant Services;
 - (c) assign technical ownership of the Incident and allocate the necessary resources and skills to work on the Incident;
 - (d) work collaboratively with the Customer as required to restore the Relevant Services as soon as reasonably possible;
 - (e) endeavour to provide regular updates in relation to Incidents as reasonably agreed with the Customer; and
 - (f) use the outcome of any Incident to contribute to the Company's knowledge management system for the Customer with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

4.5 Major Incident Management

- 4.5.1 A Critical Incident may be upgraded to a Major Incident where it demands a response beyond the routine Incident Management process following discussion and agreement between the Company and the Customer (both acting reasonably).
- 4.5.2 Major Incident Management includes compliance with all obligations for Incident Management in paragraph 4.4 above.
- 4.5.3 In the event of a Major Incident being declared the Company will:
- (a) assign an Incident manager who will be sufficiently empowered to oversee the restoration of the Relevant Services as soon as reasonably practicable;
 - (b) provide Major Incident progress updates at least hourly for the duration of the Major Incident; and
 - (c) provide a Major Incident report within five (5) Business Days of the Major Incident, including a summary of the Incident, the root cause (where established) and any agreed or proposed corrective actions or next steps (whether or not involving a Change or a Variation to this Contract).

4.6 Problem Management

- 4.6.1 Where Problem Management expressly forms part of the Relevant Services as provided for in the relevant Specific Conditions for the Relevant Services, the Company will create and manage a record of any Problems identified and the outcome of any investigations and/or recommendations identified in accordance with paragraph 4.6.2.
- 4.6.2 The Company will use reasonable endeavours to:
- (a) investigate the underlying cause of a Problem;
 - (b) investigate any potential steps that may be taken by either party (whether or not involving a Change or a Variation to this Contract) to either solve or remove the Problem or prevent further Incidents from happening; and/or
 - (c) seek to minimise the impact of future Incidents that cannot be prevented by having effective workarounds detailed and available to both the Customer's and the Company's service teams.

4.7 Request Fulfilment Process

- 4.7.1 The Customer may at any time during the Service Desk Hours raise a Service Request with the Service Desk by telephone and/or via an internet portal as directed by the Company from time to time. Service Requests are logged and managed by the Company in accordance with the Company's standard processes.
- 4.7.2 The Company will:
- (a) fulfil all Service Requests in accordance with the relevant Specific Conditions;
 - (b) fulfil all Service Requests in accordance with the Service Request Response Times set out in the relevant Specific Conditions if any, otherwise in accordance with paragraph 6.2.2; and
 - (c) work collaboratively with the Customer as required to ensure timely fulfilment of Service Requests.

4.8 Change Management

- 4.8.1 The Company will provide an appropriate governance structure for planning, executing and closing Changes that are required to be made to any live and supported Customer environments, systems or applications. Changes are classified as either a Standard Change, a Normal Change or an Emergency Change (each as provided in accordance with paragraphs 4.8.3 to 4.8.5).
- 4.8.2 On the Customer's reasonable request, the Company will provide an audit trail of all Changes to the Relevant Services made by the Company in order to determine the Change made and the authorisation to make the Change.
- 4.8.3 **Standard Change**
- (a) For the management of Standard Changes, the Company will:
 - (i) work collaboratively with the Customer as required to ensure timely but safe execution of Standard Changes;
 - (ii) execute all Standard Changes in a controlled manner in line with any applicable Customer policies and procedures, provided that such policies and procedures have been provided to the Company in writing prior to date on which this Contract has been entered into and approved by the Company; and
 - (iii) review any incomplete or failed Standard Changes and provide relevant information and corrective actions.
 - (b) Standard Changes are, unless otherwise agreed, pre-approved by the Customer and do not require separate formal approval on a case by case basis.
- 4.8.4 **Normal Change**
- For the management of Normal Changes, the Company will:
- (a) adhere to the obligations for Standard Changes set out in paragraph 4.8.3(a) in respect of any Normal Changes;
 - (b) provide preliminary advice to the Customer regarding the likely risk and impact of the Normal Change to the Relevant Services;
 - (c) produce a change plan for the Normal Change, detailing:
 - (i) the proposed steps for the Change;
 - (ii) the risks associated with the Change;
 - (iii) the roll back plan; and
 - (iv) proposed scheduling for the Change.
 - (d) seek formal written approval for the Normal Change from the Customer and agree scheduling for the Normal Change with the Customer prior to executing the Normal Change.

4.8.5 Emergency Change

- (a) Where the Customer agrees that the Change is an Emergency Change, but where such Change would otherwise be a Normal Change, the Company may proceed with the Emergency Change on verbal approval only from the Customer and will follow with the written documentation for the Change as soon as reasonably practicable following the Change.
- (b) For the management of Emergency Changes, the Company will:
 - (i) work collaboratively with the Customer as required to ensure timely execution of the Change;
 - (ii) seek verbal approval for the Emergency Change (which may be outside of any agreed change approval process for Normal Changes) from the Customer and agree scheduling for the Emergency Change with the Customer; and
 - (iii) review incomplete and failed Emergency Changes and provide relevant information and corrective actions.
- (c) The Company will not be responsible for any delay in implementing an Emergency Change upon which the resolution of an Incident may be dependent, where the Customer does not provide verbal consent to proceed with such Emergency Change.

5 INCIDENT PRIORITY LEVELS

5.1 The Company will categorise and log Incidents through the 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 Standard Operational Services in accordance with the Service Levels set out in this paragraph 6.
- 6.1.2 The Company will provide the Standard Operational Services in accordance with any Service Levels identified in the Order Form or the relevant Specific Conditions for the Relevant Services.
- 6.1.3 The Company will respond to an Incident Notification in accordance with paragraph 4.4.2 within the Incident Response Times below, unless otherwise set out in the Order Form.

Table 3: Incident Response Times

Priority	Title	Incident Response Time	Service Level	Coverage Hours
P1	Incident Response – P1	Daisy to record, classify and begin investigation within 1 hour	90%	24x7
P2	Incident Response – P2	Daisy to record, classify and begin investigation within 4 hours	90%	Service Desk Business Hours
P3	Incident Response – P3	Daisy to record, classify and begin investigation within 8 hours	90%	Service Desk Business Hours
P4	Incident Response – P4	Daisy to record, classify and begin investigation within 24 hours	90%	Service Desk Business Hours

6.2 Request Fulfilment Service Levels

- 6.2.1 The Company will categorise all Service Requests received via the Service Desk based on the relevant information provided by the Customer at the time of raising the Service Request, as follows:
 - (a) **Urgent** means any Service Requests assessed as urgent by the Company (acting reasonably) based on the relevant information provided by the Customer when raising the Service Request (taking into account issues notified by the Customer including but not limited to possible regulatory obligations to respond to or risk to service or reputation);
 - (b) **Normal** means any Service Request that is not Urgent; and
 - (c) **Standard** means a packaged Service Request pre-approved by the Company and as detailed in the Service Request Catalogue.

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 (Service Request Response Times) below.

Table 4: Service Request Response Times

Service Request Categorisation	Service Request Response Time	Coverage Hours
Urgent	1 Business Day	Service Desk Business Hours
Normal	2 Business Days	Service Desk Business Hours
Standard	2 Business Days	Service Desk Business Hours

7 ENHANCED SERVICE LEVELS

7.1 General

7.1.1 Where specified in the Order Form that the Company is providing Enhanced Service Levels, the following will apply in addition to the Service Levels:

- (a) Incident Management Enhanced Service Levels as set out in paragraph 7.2;
- (b) Request Fulfilment Enhanced Service Levels as set out in paragraph 7.3; and
- (c) Change Management Enhanced Service Levels as set out in paragraph 7.4.

7.2 Incident Management Enhanced Service Levels

7.2.1 Unless otherwise set out in the Order Form, the Company will resolve an Incident in relation to the Relevant Services within the Incident Technical Resolution Time as set out in Table 5 (Incident Technical Resolution Times) below

Table 5: Incident Technical Resolution Times

Priority	Title	Incident Technical Resolution Time	Service Level	Coverage Hours
P1	Incident Technical Resolution – P1	Resolution within 4 hours	90%	24x7
P2	Incident Technical Resolution – P2	Resolution within 8 hours	90%	Technical Support Business Hours
P3	Incident Technical Resolution – P3	Resolution within 16 hours	90%	Technical Support Business Hours
P4	Incident Technical Resolution – P4	Resolution within 40 hours	90%	Technical Support Business Hours

7.3 Request Fulfilment Enhanced Service Levels

7.3.1 Unless otherwise set out in the Order Form, the Company will complete a Standard Service Request in relation to the Relevant Services, within the Standard Service Request Completion Times as set out in Table 6 (Standard Service Request Completion Times) below depending on the categorisation level for the Service Request as follows:

- (a) Simple means a single step standardised Service Request pre-approved by the Company and specified in the Service Request Catalogue for the Relevant Service; or
- (b) Complex means a multi-step standardised Service Request pre-approved by the Company and specified in the Service Request Catalogue for the Relevant Service.

Table 6: Standard Service Request Completion Times

Standard Service Request Categorisation	Standard Service Request Completion Time	Service Level	Coverage Hours
Simple	Requests completed within 3 Business Days as specified in Service Request Catalogue	90%	Service Desk Business Hours
Complex	Requests completed within 10 Business Days as specified in Service Request Catalogue	90%	Service Desk Business Hours

7.4 Change Management Enhanced Service Levels

7.4.1 Unless otherwise set out in the Order Form, the Company will implement or respond as required to a Change in relation to the Relevant Services within the Change Management Times as set out in Table 7 (Change Management Times) below depending on the categorisation level for the Change.

Table 7: Change Management Times

Title	Change Management Times	Service Level	Coverage Hours
Normal Change	Changes assessed and response to Customer provided within 2 Business Days	90%	Technical Support Business Hours
Standard Change	Changes implemented within 24 hours in line with definition in the Standard Change Catalogue for the Relevant Service where applicable	90%	Technical Support Business Hours

8 SERVICE LEVEL EXCLUSIONS

- 8.1.1 Where an Incident is diagnosed as requiring hardware repair or replacement to resolve the Incident will be reclassified in line with the hardware maintenance Service Level contracted for that device in Specific Conditions F1 - Engineering Services.
- 8.1.2 Where a third party or Vendor resolution is required this will be subject to the third party or Vendor Service Level in accordance with any Service Levels identified in the Order Form or the relevant Specific Conditions for the Relevant Services
- 8.1.3 For hardware or software which is outside of Vendor support the Incident Technical Resolution Times as set out in paragraph 7.2.1 will not apply and resolution will be on a reasonable endeavours basis however Incident Response Times as set out in paragraph 6.1.3 shall still apply.
- 8.1.4 Incident Technical Resolution Times as set out in paragraph 7.2.1 only apply to systems to which the Company has sole responsibility for management and sole administrative access, notwithstanding appropriate levels of role based access for Customers or third parties as needed.

9 CUSTOMER OBLIGATIONS

9.1 The Company 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

SPECIFIC CONDITIONS X3 – Standard Operational Services



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.