

# DATA PLUS – SERVICE LEVEL AGREEMENT (SLA)



## 1 DEFINITIONS

- 1.1 “**Support**” encompasses the provision of a helpdesk service and fixes in respect of the Software errors and incidental queries raised by Users. Support does not include Professional Services (as defined in the Contract). Support does not include dealing with queries resulting from the Customer’s data nor the integration of such data with the Software unless specifically agreed in the Special Terms.
- 1.2 “**Maintenance**” encompasses the provision of new releases and new versions of the Software from time to time (at Concentra’s discretion), and the provision of minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the Software from time to time (at Concentra’s discretion); each containing updates to the help files and documentation.
- 1.3 “**Unsupported**” means any element of the Software that has been modified by or on behalf of the Customer, except where Concentra has provided written confirmation to the Customer that it will support such modified elements.
- 1.4 “**Out of Scope**” means Software incidents that result directly or indirectly from: (a) the Customer’s misuse or improper use of the Software; and/or (b) the Customer’s combination or merger of the Software with any hardware or software outside the Environment; (c) any events that are outside the scope of Concentra’s responsibilities under this Contract (and SLA).
- 1.5 “**Solutions**” are fixes or workarounds that eliminate the incident or move the incident into a lower incident category, which are ordinarily provided remotely (but may be provided onsite).
- 1.6 “**Environment**” is the prevailing end user hardware and software environment for the Software, minimum specifications for which are freely available from Concentra on request.
- 1.7 References in this Service Level Agreement to “**hours**” does not include hours outside of the Helpdesk hours of operation.

## 2 HOSTED SERVICE

- 2.1 Concentra shall make the Software available (99.5% of the time on a 24 x 7 x 365 basis; measured during each calendar month) except during Maintenance. Concentra shall maintain a secure back-up of all Customer Data.

## 3 MAINTENANCE AND SUPPORT

- 3.1 Concentra shall be entitled to provide Maintenance either: (i) by providing ten days’ written notice to the Customer (or such other period as the parties may agree from time to time); or (ii) between 23:00 and 09:00 (UTC) on any day or at any time on a Sunday. Concentra shall use its reasonable endeavours to ensure that, during the provision of Maintenance, the Software will be unavailable for no more than 14 days in any calendar year.
- 3.2 Support is made available: (i) 09:00 – 17:00 (UTC), Monday to Friday, excluding public holidays in England (“**Working Hours**”) by telephone, email, or by completing and submitting an internet based form via the web; or (ii) outside Working Hours by (a) leaving a voice mail message; or (b) completing and submitting an internet based form via the web; in which case details of the problem will be logged into the system at 09:00 (UTC) the next working day.

## 4 SCOPE OF SUPPORT

- 4.1 Concentra’s Helpdesk provides Support. The Helpdesk retains details of the Software used by the Customer, including version numbers, system set-up, configuration details, and Users. Only certified Users may contact the Helpdesk.
- 4.2 In response to Software incidents reported to the Helpdesk by certified Users, the Helpdesk will provide the service levels specified in this SLA provided: (a) the Customer has not made changes to the Environment or the configuration of the Software that inhibits or prevents System Access; (b) the Software has not become Unsupported; and (c) the incidents reported are not Out of Scope.
- 4.3 The parties may agree as Professional Services that Concentra will provide certain support and maintenance services in respect of Unsupported Software and / or Out of Scope incidents.

## 5 ENVIRONMENT

- 5.1 The Customer is responsible for procuring and maintaining the Environment.
- 5.2 The Customer is entitled to update the Environment from time to time by notifying Concentra, provided that the updated Environment must always comply with the Helpdesk Support Guidelines in terms of the minimum hardware and software requirements required to access the Software. Any services that Concentra provides in order to maintain System Access will be Professional Services.

## 6 SERVICE LEVELS

- 6.1 The Helpdesk will assign a reported incident with a unique support number. If the Helpdesk determines that the reported incident is a fault or error with the Software it will: (a) categorise the incident in accordance with the incident categories detailed below; and (b) deliver Solutions in accordance with the response times detailed below.
- 6.2 If and when a Solution moves an incident into a lower incident category, the response times of that lower incident category shall apply from the moment that the incident is re-categorized.
- 6.3 Incident categories and responses:

Incident Category	Response
<b>Priority 0 (Mission Critical)</b>	
The system is <u>not operational</u>	Helpdesk will use reasonable efforts to start work within 1 hour. Helpdesk will use reasonable efforts to provide a Solution within 8 hours of starting work.
<b>Priority 1 (Business Critical)</b>	
<u>Material functionality</u> is not available that is <u>critical</u> to the Customer’s business and there is <u>no</u> temporary / short term workaround.	Helpdesk will use reasonable efforts to start work within 1½ hours. Helpdesk will use reasonable efforts to provide a Solution within 16 hours of starting work.
<b>Priority 2 (Serious)</b>	
Priority 1 where there is <u>a</u> temporary / short term workaround. Or: <u>Important</u> but <u>non-material</u> or <u>non-critical</u> functionality is not available and there is <u>no</u> temporary / short term workaround.	Helpdesk will use reasonable efforts to start work within 2 hours.  Helpdesk will use reasonable efforts to provide a Solution within 40 hours of starting work.
<b>Priority 3 (Normal)</b>	
<u>Important</u> but <u>non-material</u> or <u>non-critical</u> functionality is not available and there is <u>a</u> temporary / short term workaround.	Helpdesk will use reasonable efforts to start work within 4 hours. Helpdesk will use reasonable efforts to provide a Solution within 80 hours of starting work.
<b>Priority 4 (Minor)</b>	
Any incident that is not Priority 0, Priority 1, Priority 2, or Priority 3.	Helpdesk will use reasonable efforts to start work within 4 hours. Helpdesk will use reasonable efforts to provide a Solution within 160 hours of starting work.