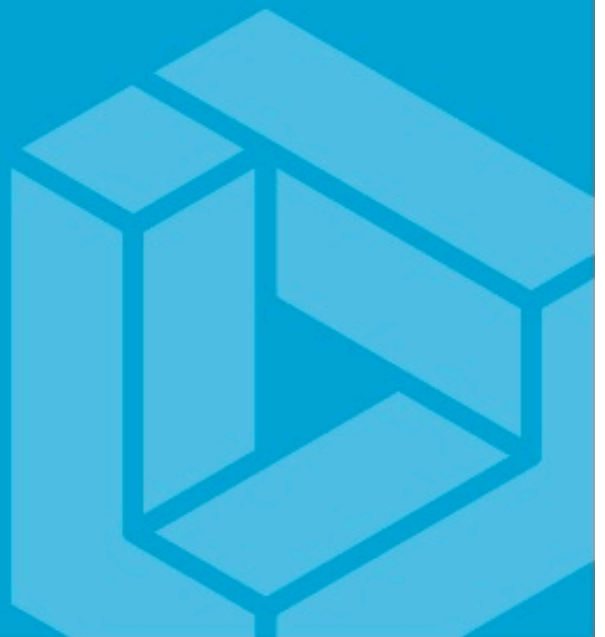




**SECURA**

# **Managed Services Schedule**





# Service Level Agreement

## 1. Introduction

1.1 This SLA sets out the Service Levels which must be met by Secura in performing the Managed Services in accordance with agreed procedures, and the Service Credits applicable if Secura fails to provide the Services to meet the relevant Service Levels ("Service Failure").

## 2. Service Levels and KPIs

2.1 Appendices 1 and 2 to this SLA set out the Service Levels and KPIs which the Parties have agreed to measure in respect of Secura's performance of the Services.  
2.2 Secura shall monitor its performance in delivering the Services against the Service Levels and KPIs.

## 3. Service Failures

3.1 Upon mutual agreement the Parties shall conduct periodic service reviews in respect of the performance of the Services provided by Secura under this schedule and associated MSA (each a "Service Review"). These meetings will consist of either telephone conference or site visits at the agreement of both parties.  
3.2 Secura shall report on any Service Failures at the next Service Review.  
3.3 In the event of a High Priority incident (as defined herein as Priority 1 incident) an interim incident summary will be provided upon request within three Business Days of resolution.  
3.4 The Parties shall use the Service Review as an opportunity to discuss the root cause of the relevant Service Failures (if any) and actions Secura will take to achieve the relevant Service Levels and/or KPI in the future.

## 4. Service Availability

4.1 Unless otherwise stated within Appendix 1 or 2, Services will be available twenty four hours a day Monday to Sunday, including statutory holidays, with the exception of scheduled and emergency maintenance.  
4.2 All scheduled maintenance ("Permitted Downtime") in line with associated Services shall be completed outside of 08:00-00:00 ("Core Business Hours"). Advance notification of such work shall be provided to the Client by Secura at least 10 Business Days in advance.  
4.3 Wherever possible emergency maintenance (defined as emergency unscheduled maintenance necessary to avoid an imminent threat to

the data centre or the Client's assets.) will be completed outside of Core Business Hours.

4.4 To the extent that the Service Levels set out in Appendix 1 of this SLA relate to availability of particular Services managed by Secura ("Service Availability"), such Service Availability shall be calculated in accordance with the following formula and rounded to two (2) decimal places, to determine the availability of that infrastructure during the relevant month ("Relevant Period").

Service Availability % =

$$\frac{(MP - SD) \times 100}{MP}$$

where :

- MP = total number of minutes within the Relevant Period
- SD = total number of minutes in the Relevant Period when the relevant Service(s) is not available, including such resolution time as is required to return the affected infrastructure to operational service or escalate to the Client in line with agreed procedures as detailed in Appendix 2 ("Service Downtime")

provided that the following events shall be excluded from any assessment of Service Downtime:

- 4.4.1 Service Downtime post escalation to the Client (including any Client contracted 3<sup>rd</sup> party resolver group) following the correct execution of relevant agreed procedures and use of technical initiative;
- 4.4.2 Service Downtime notified to the Client in advance to carry out scheduled maintenance ("Permitted Downtime");
- 4.4.3 Service Downtime resulting from emergency maintenance, in each case where Secura has taken steps to mitigate impact of downtime on the Client;
- 4.4.4 Service Downtime due to the action or inaction of the Client or any of their respective contractors or agents (except Secura);
- 4.4.5 Service Downtime due to failure of Client Hardware or Software that is not managed by Secura;
- 4.4.6 Service Downtime due to interoperability issues between Client applications and the systems managed by Secura;
- 4.4.7 Service Downtime due to failure of third party Software (including firmware) used in the provision of the Services



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(except to the extent such failure arises from Secura’s proven failure to comply with its obligations under this Agreement); and

- 4.4.8 Service Downtime due to the physical failure of the Client’s Hardware or Software post escalation to the relevant third party maintenance provider (except to the extent such failure arises from Secura’s proven failure to comply with its obligations under this Agreement).

## 1. Incident Priority

Incident Priority is calculated based on the **Impact** and **Urgency** of the incident where the following applies:

- 1.1 “**Impact**” measures the effect of an incident on business process and is classified as follows:

Impact Classification	Impact Description
High	The service is completely inaccessible by all users and/or customers.
Medium	A significant amount of users/customers experience an interruption to the normal operation of the service.
Low	The service is operational but degraded performance is experienced for a small percentage of users or customers. Single User faults.

- 1.2 “**Urgency**” is the measure of how long it will be until an incident has a significant impact on the business. It is classified as follows:

Urgency Classification	Urgency Description
High	The incident has immediate impact and is ongoing.
Medium	The incident will impact the business within the next 12 hours
Low	The incident will impact the business within the next 5 days

- 5.3 To the extent that Service Levels or KPIs in Appendix 1 and Appendix 2 relate to the management or resolution of an incident, the following Priority Matrix shall apply:

Priority (P) Matrix	Impact		
	High	Medium	Low

Urgency	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

## 2. Change Requests Categorisation

Change Requests raised with the Service Desk should be categorised according to the following table and will be actioned in accordance with the KPI shown in Appendix 2

Priority Classification	Change Request Type
Emergency	Emergency changes are changes that need to be urgently performed owing to the existence of a major fault, the presence of a security risk or where failure to urgently undertake the change is likely to result in a loss of service or exposure to significant risk.
Standard	Standard changes are defined as pre-agreed activities which have been confirmed as low risk or non-service affecting.
Minor	A change not causing an outage or impact to performance, and does not require scheduling.
Complex	The ‘Complex’ change category is reserved for any change which carries an identified risk or impact. This category is also reserved for changes which require detailed input from a number of different teams/organisations to execute the change successfully.

## 3. Performance Monitoring and Review

- 3.1 Periodically during the Term, Secura shall provide the Client Representative access to a report containing, as a minimum, the following information in respect of the preceding month:
  - 3.1.1 the monitoring which has been performed with a summary of any issues identified by such monitoring;
  - 3.1.2 for each Service Level and KPI, the actual performance achieved over the relevant time period ;
  - 3.1.3 a summary of all Service Failures that result in a failure to achieve the Service Levels;
  - 3.1.4 for any Priority 1 failures, the cause of the fault and any action being taken to reduce the likelihood of recurrence;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.



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## 4. Service Credits

4.1 Service Credits applicable for each Month will be calculated in the following way:

$$SC = SCP \times \text{Applicable Charge} / 1000$$

where:

- 4.1.1 "**Applicable Charge**" means the Managed Services Monthly Recurring Charge for the effected Service Line as Shown within the Recurring Charges Table within the relevant CSO;
- 4.1.2 "**Month**" means each calendar month during the Term;
- 4.1.3 "**SC**" means Service Credit (subject to the Service Credit Cap); and

"**SCP**" means the Service Credit Points that accrue in the event of a Service Failure and used to calculate the Service Credit due for the Month.

- 4.2 The Service Credits accrued in any Month shall not in any event exceed twenty five per cent (25%) of the Total Monthly Service Charges ("**Service Credit Cap**").
- 4.3 The Service Credit shall always be calculated by reference to the system that initiated the fault.
- 4.4 The Client may, at its option, allocate any Service Credits accrued by Secura as a credit against any existing or future Time and Materials Charges payable under Schedule 3 (Charges), in lieu of a percentage deduction from the Charges.
- 4.5 If no further Charges fall due after Service Credits accrue, Secura shall issue a credit note to the Client for a sum equal to any such Service Credits then outstanding which shall be repayable by Secura to the Client as a debt.

# APPENDIX 1

## Service Levels

### Service Level 1: Secura VPC Service

<b>Description:</b>	Availability of a virtual machine hosted on the Secura VPC service.	
<b>Service Level Failure:</b>	Service failure is when a virtual machine fails the Service Availability.	
<b>Service Availability</b>	<b>Resolution Time</b>	<b>SCP</b>
< 99.99%	5 – 60 minutes	50
	1 hour – 4 hours	100
	4 hours plus	150

### Service Level 2: Standard Platform

<b>Description:</b>	Availability of a server and its Operating System environment which is hosted in a single Data Centre. A standard platform is one or more servers, which provides a single platform for hosting applications, where failure of a single server, clustered or otherwise, <b>does</b> impact the service.	
<b>Service Level Failure:</b>	Service failure is when a single node fails the Service Availability	
<b>Service Availability</b>	<b>Resolution Time</b>	<b>SCP</b>
<99%	7 hours – 8 hours	50
	8 hours to 12 hours	100
	12 hours plus	150

### Service Level 3: Remote Support

<b>Description:</b>	Management of a remote server or appliance and its Operating System environment which is homed in a non Secura Site. A standard platform is one or more servers or appliances, which provide a single service to users in a remote site, where failure of a single server or appliance, Clustered or otherwise, <b>does</b> impact the service.	
<b>Service Level Failure:</b>	Service failure is when single component in the service fails.	
<b>Service Availability</b>	<b>Resolution Time</b>	<b>SCP</b>
Best Endeavours	Next Business Day	No Service Credit



## APPENDIX 2

### Key Performance Indicators

Service Line	KPI Metric	KPI
Service Desk	<b>Availability KPI:</b> availability of Incident and Problem Management Services.	<p><b>Incident Management Service Availability:</b> 08.30 – 18.00 Monday to Friday excluding bank and public holidays in the UK. Except Priority 1 incidents which are 24x7x365.</p> <p><b>Problem Management Service Availability:</b> 08.30 – 18.00 Monday to Friday excluding bank and public holidays in the UK.</p>
	<b>Responsiveness KPI:</b> Time taken to respond to the initiator in respect of calls made to Secura’s Service Desk or notifications from automated monitoring, based upon the Priority classification.	<p><b>Priority 1</b> Response within 30 minutes Target fix within 4 hours</p> <p><b>Priority 2</b> Response within 2hour Target fix within 12 hours</p> <p><b>Priority 3</b> Response within 4 hours Target fix within 5 Business Days</p> <p><b>Priority 4</b> Response within 1 Business Day Target fix within 20 Business Days</p>
Change Request Management	<b>Service Hours Availability KPI:</b> Availability of the Change Request Management Services.	Monday to Friday 09:00 to 17:00 excluding bank and public holidays, except emergency changes which are 24x7x365.
	<b>Responsiveness KPI:</b> Time taken to respond to change requests, measured from the time when Secura first became aware of the request until the change request initiator receives an initial response.	<p><b>Emergency Changes:</b> Evaluation within 2 hours Schedule and execute within 4 hours (by mutual agreement)</p> <p><b>Standard Changes:</b> Evaluation within 2 Business Days Schedule and execute within 5 Business Days (by mutual agreement)</p> <p><b>Minor Changes</b> Evaluation within 3 Business Days Schedule and execute within 10 Business Days (by mutual agreement)</p> <p><b>Complex Changes</b> Evaluation within 5 Business Days Schedule and execute within 20 Business Days (by mutual agreement)</p>
Hardware Maintenance	<b>Third party management / resolution</b>	In line with associated maintenance agreement for the Hardware



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Service Line	KPI Metric	KPI
Data Restoration	<b>Restore time:</b> Time taken in respect of restores requested by the Client, measured from the time Secura first became aware of the request. (Service available during normal Business Days)	<ul style="list-style-type: none"><li>- <b>Recovery Point Objective:</b> to be agreed and defined within the Operational Procedure Guide</li><li>- <b>Recovery Time Objective:</b> to be agreed and defined within the Operational Procedure Guide</li><li>- <b>Response to request for System or Application Restore (meeting Priority 1 Incident criteria):</b> within 1 hour</li><li>- <b>Commencement of System or Application Restore (meeting Priority 1 Incident criteria):</b> within 2 hours from response</li><li>- <b>Response to request for File Restore:</b> within 4 hours</li><li>- <b>Commencement of File Restore:</b> within 1 working days from response</li></ul>