

SUPPORT SERVICES: ADDITIONAL CONTRACT TERMS

1. General

These Additional Contract Terms shall apply to and be incorporated into any Agreement between virtualDCS and a Customer for the provision of Support Services, in addition to the relevant Order Form (pursuant to which these Services were ordered), any Statement of Work annexed thereto, and virtualDCS's General Terms. The order of priority between such documents in the event of conflict is described in clause 1 of the General Terms.

2. Interpretation

2.1 Save only where expressly stated otherwise in this clause 2, the terms defined in the General Terms shall apply in these Additional Contract Terms. The following definitions shall also apply in these Additional Contract Terms:

<i>Customer's Premises</i>	<i>means the supported Customer premises set out in the Order Form;</i>
<i>Service Level</i>	<i>means the level of support service selected by the Customer as set out in or referred to in the Order Form;</i>
<i>Guest Server</i>	<i>The Operating System and applications running within a virtual container.</i>
<i>Private Cloud</i>	<i>A virtual environment dedicated to one Customer.</i>
<i>Supported Software</i>	<i>means the Customer's software that is supported by virtualDCS under the Agreement, which is detailed in the Order Form;</i>
<i>Third Party Resolving Agents</i>	<i>means contractors that are contracted directly by the Customer outside this agreement.</i>

3. Service

3.1 General Services

- 3.1.1 It is the Customer's responsibility to ensure that a suitable communications link is established between virtualDCS and the Customer. This communications link must meet an agreed security and performance level by both parties. The charges associated with this connectivity are the Customer's responsibility.
- 3.1.2 It is the Customer's responsibility to provide details of authorised staff who can request administrative changes, and a list of support users before commencement of the Service in order to ensure that appropriate levels of service are received.
- 3.1.3 Support is only provided during the hours of cover as detailed on the Order Form.

3.2 [Remote] Service Desk

- 3.2.1 A Service Desk shall be provided to act as a single point of contact to handle all requests for support. The Service Desk shall be available during the agreed Hours of Cover.
- 3.2.2 The Customer may report Incidents either by telephone to the Service Desk or via email or the Support Portal.
- 3.2.3 VirtualDCS shall log the initial details and shall determine the priority level of the Incident and provide the Customer with a unique reference number. Severity level 1 and 2 incidents must be logged by telephone. VirtualDCS shall utilise the following definitions for calculating the priority of an incident:-

Severity Code	Description
1	Critical
2	High
3	Medium
4	Low

5	Planning
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Severity Definitions are as follows:

Level 1 - Critical—(Severe Business Disruption) The business unit or subunit is unable to operate; critical system component failed or severely impaired (Response Immediate)

Level 2 - High—(Major Business Disruption) Critical user or user group unable to operate, or the business unit is experiencing a significant reduction in system performance (Response 2 Hours)

Level 3 - Medium—(Minor Business Disruption) A single user is unable to operate with no available work around (Response 8 Hours)

Level 4 - Low—(Minor Disruption) A single user or user group is experiencing incidents, but work around is available. (Response 24 hours)

Level 5 - Planning (Response 48 Hours)

- 3.2.4 All calls shall be handled by the Service Desk who shall endeavour to resolve the Incident (by way of advice/guidance over the telephone) within 15 minutes consultation. If a resolution is not available or cannot be resolved by the Service Desk then the Incident shall be escalated or assigned to an appropriate resource.
- 3.2.5 Progress of the Incident shall be monitored by the Service Desk in accordance with virtualDCS's standard Call Escalation Procedures.
- 3.2.6 Customer escalation, contact and authorisation level details shall be held by the Service Desk. Changes to this information can be requested by an authorised contact via a Ticket.
- 3.2.7 The agreed monthly call rate shall be detailed on the Order Form. On a quarterly basis, the number of calls placed with the Service Desk shall be assessed. virtualDCS reserve the right to review the number of calls placed with the Service Desk and increase the Fees if the total monthly average exceeds the agreed monthly call rate by more than 5 %.
- 3.2.8 The Customer where applicable shall provide a list of Third Party Resolving Agents in respect of the Supported Software, Hardware and Services.
- 3.2.9 Unless otherwise agreed in writing the Customer shall remain responsible for all Third Party Resolving Agents and the agreed Service Levels with those agents.
- 3.3 User Administration
 - 3.3.1 VirtualDCS shall perform user administration on the Supported Software.
 - 3.3.2 User administration consists of the following: account creation, deletion, unlocking, password reset, archiving and permission changes.
 - 3.3.3 VirtualDCS shall carry out the User administration duties in accordance with the Service Levels agreed between the parties.
- 3.4 Desk Side Support Services
 - 3.4.1 Desk Side Support Services will be provided in respect of the desktop equipment as detailed on the Order Form.
 - 3.4.2 The Services shall be provided at the Customer's Premises.
 - 3.4.3 Following the logging of an Incident virtualDCS shall despatch an engineer to the Customer Premises. Upon attendance at the Customer Premises the engineer shall rebuild the desktop to operating system and selected application level from Customer supplied media or a Customer supplied image.
 - 3.4.4 Where required it is the Customer's responsibility to provide media and license information for all supported software products covered by Desk Side Support Services.

- 3.4.5 Server based products are excluded from this Service.
 - 3.4.6 Customer Software shall remain the responsibility of the Customer at all times. Restoration of data is excluded unless otherwise contracted.
 - 3.4.7 Multiple installation of images or software is outside of the scope of this Service and is considered to be a project.
- 3.5 Monitoring
- 3.5.1 VirtualDCS shall install remote monitoring software and/or hardware as required in order to facilitate the monitoring of the hardware, software or service. Such hardware and software will remain the property of virtualDCS at all times.
 - 3.5.2 The Customer shall provide when required (or where contracted for virtualDCS shall provide) appropriate connectivity as specified by virtualDCS between the Customer systems and the monitoring centre. Both parties shall work together to resolve any failure of the link.
 - 3.5.3 Standard alert thresholds agreed in writing will be applied until the normal working conditions of the equipment are established. These alerts and thresholds will be reviewed with the Customer as required. Additional monitors incur additional.
 - 3.5.4 Where appropriate alerts generated by the equipment shall be raised as an incident with the Service Desk.
 - 3.5.5 The Service Desk analyst shall deal with or escalate each alert in accordance with the Customer's agreed procedure.
- 3.6 Reactive Support
- 3.6.1 Reactive support calls are instigated Solely by the Customer;
 - 3.6.2 The Customer Guest Server or Private Cloud is not monitored by virtualDCS;
 - 3.6.3 virtualDCS may require access to customer Vendor support contracts;
 - 3.6.4 virtualDCS does not guarantee a resolution. If a resolution is not available or cannot be resolved by the Support Engineer then the Incident may be escalated to the Manufacturer, virtualDCS reserve the right to pass on any cost incurred. There may be cases where the only way to resolve an incident is to restore to the last known good configuration. For the avoidance of doubt rebuilding or restoring a full server is outside the scope of this service.
 - 3.6.5 All support calls are managed through the Service Desk as detailed in Section 3.2.
 - 3.6.6 The customer shall be required to use all reasonable endeavours to assist virtualDCS in the resolution of incidents, including providing local resource and documentation on request.
 - 3.6.7 The Customer acknowledges that they are the owner of all incidents and virtualDCS will assist them to manage their incidents using reasonable endeavours.
 - 3.6.8 The Customer must inform virtualDCS promptly if they find a resolution to their support incident.
 - 3.6.9 Support is provided within a Fair Use Policy, which unless otherwise stated may be limited to 24 calls per year.
- 3.7 Proactive Support
- 3.7.1 Proactive support included everything detailed within section 3.6 Reactive Support, with the addition of the monitoring as detailed in section 3.5 Monitoring.
 - 3.7.2 Proactive support calls are instigated by the Customer, or by a monitoring alert.
 - 3.7.3 Alerts will only be responded to within the hours of cover detailed on the Order form.

3.8 Managed Support

- 3.8.1 Managed support is Proactive Support as per 3.7 Proactive support, with all access permissions revoked other than by virtualDCS support personnel and any relevant 3rd parties.
- 3.8.2 virtualDCS will carry out user admin as document in schedule 3.3.
- 3.8.3 Patch Management service will be conducted for the Customer.
 - 3.8.3.1 This service provides monthly assessment of available patches and (with agreement from the Customer) application of the patches to the servers identified in the relevant schedule. This service may be conducted manually or through the appropriate automated tools dependent upon the availability of such tools and the agreement between virtualDCS and the Customer.
 - 3.8.3.2 The service is provided on the assumption that the Customer's system is operating to the latest patch level updates. If additional patching is required to bring the system up to date virtualDCS reserves the right to treat this initial patching as project work and (subject to agreement with the Customer) charge accordingly.
 - 3.8.3.3 virtualDCS advise that the customer provides a test environment for the initial release of any new patch. If a test environment is not available virtualDCS shall work with the Customer to ensure that the deployment does not cause extended downtime for the Customer however no guarantees can be provided in this respect.
 - 3.8.3.4 If the Customer has no virtualDCS backup service, it is the responsibility of the Customer to ensure that a good back up exists for any equipment to be patched.
- 3.8.4 Management will be provide on the server to ensure their operation, items not included in this management will be quoted as professional services projects, not limited to:
 - 3.8.4.1 New software installations;
 - 3.8.4.2 Complex upgrades to installed software;
 - 3.8.4.3 Debugging code and script related issues;
 - 3.8.4.4 Damage caused by the customers own staff.