

TALK TELECOM LTD

SERVICE SCHEDULE FOR MANAGED IT SERVICES

Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice, which can be found on the Company's Website.

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

1 In this Service Schedule (**Service Schedule**) the following words shall have the following meanings:

After Hours	means outside of Working Hours;
Devices	means a PC, laptop, tablet or mobile that the Company's RMM agent is installed on for the Customer.
DNS	means the domain name system
Exception Factors	means factors described in section 6 of Appendix 1
Incident	means an issue in respect of the Managed IT Environment or an issue that the Customer is experiencing in accessing or using the Managed IT Environment;
Customer Software	has the meaning given to that term in the definition of Software.
Customer Data	means all data, information and other materials in any form relating to the Customer (or its customers) and which may be accessed, generated, collected, stored or transmitted by the Company (or by any Company Personnel) in the course of the performance of the Managed IT Services.
Customer's Website	Means any website which the Customer uses in connection with the Website Services;
Company Personnel	means an employee, worker, consultant or sub-contractor of the Company or of other Company Personnel (and so on) tasked with undertaking duties in connection with the Agreement;
Format Suitable For Import	means a format as specified by the Company in its sole discretion;
Third Party Software	has the meaning given to that term in the definition of Software.
Managed IT Environment	means the customer's IT environment or specified part of it that is managed by the Company under the Managed IT Service, as specified in section 1 of Appendix 1 and as varied under Change Control (refer to section 2 of Appendix 1);
Managed IT Services	means the services to be provided to the Customer, as described in section 3 of Appendix 1;

Master Services Agreement	the Company's Master Services Agreement made available to the Customer at the Company Website at https://www.talk-telecom.co.uk/tc2026
Register	means the organisation responsible for managing a Top-Level Domain Names;
Registrar	means the registrar who hosts a domain name for the Company;
Request for Assistance	means a request for assistance made by the Customer that is not in connection with an Incident and is not service required as a result of an Exception Factor;
Top-Level Domain Name	A top level domain name such as '.com' or '.org' or '.uk';
Service Levels	means the service levels in section 5 of Appendix 2.
Software	any software used by the Company (or any of its sub-contractors) to provide the Managed IT Services to the Customer whether owned by a third party (being Third Party Software), by the Customer (being Customer Software) or by the Company (being Company Software).
User	means a licensed Microsoft 365 account with a mailbox.
Website Services	Website hosting services provided by the Company to the Customer to host the Customer's website

2 MASTER SERVICES AGREEMENT

- 2.1 This Service Schedule incorporates the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule shall prevail.
- 2.2 Expressions defined in the Master Services Agreement and used in this Service Schedule have the meaning set out in the Master Services Agreement unless otherwise defined herein. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3 The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given, or which has been made or given on the Company's behalf which is not set out in the Agreement.
- 2.4 The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 MANAGED IT SERVICES

3.1 Refer to Appendix 1 for details of the Managed IT Services to be provided and related details.

3.2 If the Customer requests services which are not covered by an existing agreement, the Company will issue a draft Order Form to the Customer for review and signing (as applicable). Nothing in this

Service Schedule commits the Company to providing products or services unless an applicable Order Form is accepted by the Company pursuant to the Master Services Agreement.

4 SERVICE LEVELS

4.1 Refer to Appendix 2 for details of the Service Levels. The Service Levels under Appendix 2 will apply with effect from the Service Go-Live Date.

4.2 Support hours (for purposes of services levels): Monday to Friday 0900hrs – 1700hrs excluding UK bank holidays.

5 PRICING AND PAYMENT

5.1 Prices can be increased but not decreased during the Minimum Term or Subsequent Term (as applicable) in accordance with the Master Service Agreement. Any change is managed via change control as described in Appendix 1.

5.2 After Hours support is available for Priority 1 and Priority 2 issues only. Refer to Service Levels in section 5 of Appendix 2. If After Hours support is added, this applies for the full term of this Service Schedule. Where After Hours work is separately chargeable (outside of the monthly charge), the After Hours rate is defined on the order form.

6 TERM

6.1 As specified in the Agreement.

7 PERSONAL DATA AND DATA PROTECTION

7.1 Refer to the 'Personal Data and Data Protection' provisions in the Master Services Agreement.

8 LIABILITY AND INDEMNITY

8.1 The liability and indemnity provisions in the Master Services Agreement apply to this Service Schedule.

APPENDIX 1

MANAGED IT SERVICES

1 MANAGED IT ENVIRONMENT

1.1 *In Scope (The Managed IT Environment that is In Scope for the Managed IT Services):*

- a. The Managed IT Services relate to the third party products and applications described in the table below in this section 1. The Managed IT Services do not include a remedy for defective or faulty equipment or components, or failure of third party services. Where applicable, the Company can assist with escalating warranty and defective product/application issues to the relevant third party Company. The Managed IT Environment is defined in the Order Form, as approved and confirmed by the Company on or prior to Commencement Date. Changes to the Managed IT Environment are made via change control under section 2 below or as agreed in writing between the parties.
- b. The Company at its sole discretion will determine who has administrator access rights to the IT Environment.
- c. The Company will notify the Customer when the Managed IT Services are ready for activation.

1.2 The Company will use reasonable endeavours to assist the Customer to deal with the relevant vendor (via the Distributor where applicable) on any warranty claims in respect of the Equipment and Licensed Software and, except as otherwise provided under the Agreement, in respect of any cloud services that the Company resells to the Customer.

1.3 The Company reserves the right to reject any request by a Customer for to supply or transfer a Domain Name that infringes the rights of any person (including Intellectual Property Rights) or that in the Company's reasonable opinion, is offensive, abusive, defamatory or obscene or detrimental to the Company (including to the Company's reputation) and such refusal will not constitute a breach of the Agreement by the Company.

As part of the Services the Customer may set up the Customer's Website(s). Domain Names are subject to availability and the Company cannot guarantee the availability of any specific Domain Name.

1.4 Out of scope:

- (a) Equipment that is not provided by the Company;
- (b) All or any part of any home networks;
- (c) Personal devices;
- (d) Any application on a user's work device not approved by the Company;
- (e) Equipment which is primarily for personal use (not for business purposes);
- (f) Any machine where the operating system or application is not under support or extended support from the vendor for the Customer;
- (g) Customer telephony and connectivity services, unless provided by the Company under a separate agreement;
- (h) Network cabling;
- (i) Network switches, routers, firewalls and WIFI access points, unless provided by the Company under a separate agreement;

- (j) Mains cabling and supply;
- (k) Anything that is not specified in section 1.3 of this Appendix 1.

1.5 Subject to paragraph 3 of this Appendix 1, the Company has no obligation in respect of defects or failure of Equipment or Licensed Software including, without limitation, that in the event of any defect or failure of Equipment, the Company has no obligation to provide any interim hardware or replacement Equipment.

1.6 Except as provided under paragraph 3 of this Appendix 1, and in any express warranties contained in the Agreement, to the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability) implied by legislation or otherwise, are excluded by the Company.

2 CHANGE CONTROL

2.1 Changes to the Managed IT Environment will be controlled by email or other written communication between the parties. Where a change to the Managed IT Environment requires a change to the pricing for the Managed IT Services, that pricing change will be notified by the Company to the Customer in writing and will be implemented upon acceptance by the Customer.

3 MANAGED IT SERVICES DETAILS

The Managed IT Services are as set out below, and is provided in relation to the Managed IT Environment except to the extent of Out of Scope factors in relation to the Managed IT Environment or the Managed IT Services, and subject to Customer meeting its obligations under this Service schedule and subject also to the Exception Factors.

Description	Type	Frequency	IT Support Service Coverage	Other associated products
Consulting				
Quarterly Technical Review	Proactive Support	Quarterly	Included	
Virtual CISO service to assist with IT Compliance	Add / Change / Remove	As scheduled	Consultative	Talk Telecom Professional Services
Onsite engineering	Add / Change / Remove	As scheduled	Not included	Talk Telecom Professional Services
Business Critical Services				
Core system uptime <i>Where supported core services are unavailable, investigate and act including potential temporary workaround implementation.</i>	Support	Daily	Included	
Enforce password policies to best practice	Proactive Support	As scheduled	Included	
Inform customers of potential problems	Proactive Support	As scheduled	Included	
Documenting changes in Talk Telecom Secure Repository	Proactive Support	As scheduled	Included	
Desktops, laptops and servers				
Asset and inventory management	Add / Change / Remove	As scheduled	Included	

Set up new profiles on workstations	Add / Change / Remove	As scheduled	Included	
User accounts for 365	Add / Change / Remove	As scheduled	Included	
Forgotten password resets	Add / Change / Remove	As scheduled	Included	
Identity and access management	Add / Change / Remove	As scheduled	Included	
Setup and maintain security groups in 365 or AD	Add / Change / Remove	As scheduled	Included	
Setup and maintain network drives	Add / Change / Remove	As scheduled	Included	
Restore files from backups	Support	As scheduled	Partially included	Cloud Backup; On-prem Backup to Cloud
Troubleshoot OS not working	Support	As scheduled	Included	
Troubleshoot MS Office not working	Support	As scheduled	Included	
Reboot servers	Support	As scheduled	Included	
Troubleshoot hardware issues	Support	As scheduled	Included	
Hard drive clean-up (storage consumption)	Proactive Support	As scheduled	Included	
MS basic patch management	Proactive Support	Weekly	Included	
Update 3rd party applications (approved list and extended)	Proactive Support	Daily	Not included	Advanced Patch Management
Monitor all critical server and workstation services / fix	Proactive Support	24/7/365	Included	
MS Defender management / deployment	Add / Change / Remove	As scheduled	Included	
Monitor MS Defender antivirus running, and protection enabled	Proactive Support	24/7/365	Included	
Monitor MS Defender antivirus definitions and update	Proactive Support	24/7/365	Included	
Monitor disk health for bad blocks	Proactive Support	24/7/365	Included	
Monitor device metrics for capacity issues	Proactive Support	24/7/365	Included	
Best practice security principal coaching	Consultative	24/7/365	Included	
Infrastructure password management	Proactive Support	As scheduled	Included	
Server within vendor support availability and maintenance, incl. virtual	Proactive Support	24/7/365	Included	
Microsoft 365				
User accounts	Add / Change / Remove	As scheduled	Included	
365 License Management	Add / Change / Remove	As scheduled	Included	
Security groups	Add / Change / Remove	As scheduled	Included	
Shared mailboxes	Add / Change / Remove	As scheduled	Included	
Distribution groups	Add / Change / Remove	As scheduled	Included	

Forgotten password resets	Add / Change / Remove	As scheduled	Included	
Identity and access management	Add / Change / Remove	As scheduled	Included	
SharePoint Site creation	Add / Change / Remove	As scheduled	Included	
Monitoring OneDrive desktop client	Support	As scheduled	Not included	Advanced 365 Management
Intune management	Add / Change / Remove	As scheduled	Not included	Advanced 365 Management
Secure Score Monitoring	Proactive Support	24/7/365	Not included	Advanced 365 Management
Backups and Disaster Recovery				
Monitor server and workstation backups incl. advanced backup	Support	24/7/365	Not included	On-prem Backup to Cloud
Troubleshoot server and workstation backups	Support	24/7/365	Not included	On-prem Backup to Cloud
Monitor 365 or Entra ID backups	Support	24/7/365	Not included	Cloud Backup for 365; Entra ID
Troubleshoot 365 or Entra ID backups	Support	24/7/365	Not included	Cloud Backup for 365; Entra ID
Backup Reports	Proactive Support	24/7/365	Not included	Cloud Backup for 365; Entra ID
Manual test-restore / business continuity drills / BDR planning	Proactive Support	As scheduled	Consultative	Consultation
Printers & Peripherals				
Clear and reset printer queues	Support	As scheduled	Included	
Troubleshoot printer issues	Support	As scheduled	Partially included	Service Assured Value-add
Printer mapping	Support	As scheduled	Included	
Printer driver installation	Support	As scheduled	Included	
Docking station support within warranty Talk Telecom supplied	Support	As scheduled	Included	
Monitor support within warranty Talk Telecom supplied	Support	As scheduled	Included	
Scanner within warranty Talk Telecom supplied	Support	As scheduled	Included	
Video conferencing unit within warranty Talk Telecom supplied	Support	As scheduled	Included	
UPS within warranty Talk Telecom supplied	Support	As scheduled	Included	
Other peripherals	Support	As scheduled	Consultative	
Network				
Troubleshoot ISP issues and outages	Support	As scheduled	Partially included	Talk Telecom ISP
Troubleshoot network switch issues	Support	As scheduled	Partially included	Talk Telecom Data Networks
Update Wi-Fi SSID / Keys	Support	As scheduled	Partially included	Talk Telecom ISP
Troubleshoot router issues	Support	As scheduled	Partially included	Talk Telecom ISP

Troubleshoot firewall issues	Support	As scheduled	Partially included	Talk Telecom Data Networks
Firewall security audit and adjustment	Support	As scheduled	Partially included	Talk Telecom Cyber Security
Monitor network equipment	Support	As scheduled	Partially included	Talk Telecom Data Networks
DDoS Protection	Support	As scheduled	Partially included	Talk Telecom DDoS Protection
Top-level Domains				
DNS Records	Add / Change / Remove	As scheduled	Partially included	Talk Telecom Domain Management
Domain registration and upkeep	Add / Change / Remove	As scheduled	Partially included	Talk Telecom Domain Management
Web hosting	Add / Change / Remove	As scheduled	Partially included	Talk Telecom Website Hosting
Access for web developers	Add / Change / Remove	As scheduled	Partially included	Talk Telecom Website Hosting
Mobile phones and tablets				
Configure approved apps	Add / Change / Remove	As scheduled	Consultative	
Manage device enrolment	Add / Change / Remove	As scheduled	Partially included	Advanced 365 Management
Device MDM	Add / Change / Remove	As scheduled	Partially included	Talk Telecom MDM
Phones and SIM contracts	Add / Change / Remove	As scheduled	Not included	Talk Telecom Mobile

- 3.1 Where Top-Level Domain Name hosting is provided to the Customer, it will be specified on the Order Form, and the Company will:
- (a) Process the Customer's application to host domains with the Company's preferred Registrar;
 - (b) Raise support tickets with the Company's preferred Registrar who will maintain overall ownership, control and responsibility for the Register;
 - (c) Process changes with the Registrar in accordance with the Customer's instructions to transfer or cancel the Customer's domain name or to change Registrar;
 - (d) Process any changes to DNS records as per the Customer's instructions; and
 - (e) Process changes to the name servers for the domain name.
- 3.2 The Company uses third party products and services to provide the Managed IT Services. For some of these third party services (such as remote monitoring and management tools, 'RMM'), an 'agent' is installed on the Customer's devices and other equipment (as applicable). The Customer acknowledges and consents to the use by the Company of such third party products and services, including the installation (where applicable) of an agent on the Customer's devices and other equipment. Where the relevant third party supplier's terms and conditions include terms and conditions requiring acceptance by the Customer (including for example to the installation of the agent), by accepting this Service Schedule: 1) the Customer accepts those third party terms and conditions and 2) the Company is authorised to accept the third party terms and conditions on behalf of the Customer when the Company procures such third party services in

respect of the Managed IT Services to be provided to the Customer and/or, if applicable, when the Company installs the agent on the Customer's devices and other equipment (as applicable) in order to provide the Managed IT Services.

- 3.3 The Company will provide the Managed IT Services to the Customer remotely. If the Customer requests the Managed IT Services be provided on-Site, the Company reserves the right to charge the Customer any additional Charges for providing the Managed IT Services on-Site at its sole discretion, and the Customer agrees to pay such Charges in accordance with the terms of the Master Services Agreement.
- 3.4 Devices provided under the Managed IT Services are limited to a maximum allowance of two Devices per user.
- 3.5 If at any time, the Customer requests more Devices, which takes them over the allowance specified in paragraph 3.4 above, the Company reserves the right to charge the Customer any additional Charges for providing the additional Devices at its sole discretion, and the Customer agrees to pay such Charges in accordance with the terms of the Master Services Agreement.

4 OUT OF SCOPE

4.1 The following are out of scope for the Managed IT Services.

4.2 Accordingly, where the following services are provided by the Company, the services will be charged at the Company's standard hourly rates.

4.3 Out of scope:

- (a) data restoration from backup;
- (b) recovery work following any cyberattack;
- (c) services required to investigate, diagnose and/or provide a remedy in relation to Exception Factors (refer section 6 below);
- (d) procurement and set up of new equipment;
- (e) projects, such as but not limited to server upgrades and new office setup or office move;
- (f) Hardware maintenance and servicing
- (g) Off boarding project costs
- (h) Providing assistance with, and/or underwriting a Customer's compliance status, including but not limited to in relation to the International Organization for Standardization (ISO), or Payment Card Industry compliance.

5 CUSTOMER RESPONSIBILITIES

5.1 The Customer must:

- (a) maintain support contracts with all relevant third party suppliers for the duration of the Agreement;
- (b) ensure there is no deliberate damage to any aspect of the Managed IT Environment;
- (c) notify the Company immediately when it becomes aware of any Incident, to prevent further issues.
- (d) ensure that any procured Equipment adheres to the recommended hardware and operating system requirements as set out by any software vendor;
- (e) ensure that staff are sufficiently trained on the software and/or hardware that they are using;

- (f) where required to provide data to the Company, provide Customer Data in a Format Suitable For Import and otherwise as reasonably requested by the Company;
- (g) where Company Personnel are required to work at the Customer's premises, provide for the safety of the Company's personnel while on Site in accordance with all applicable health and safety legislation;
- (h) undertake frequent and adequate backups of Customer Data, except and to the extent that the Company is providing relevant backup services as part of the Managed IT Services or under another written agreement between the parties. The Customer should ensure that backups are always completed, as well as ensuring the backups are secure and checking that they can be successfully restored;
- (i) make available to the Company in a timely manner (and in accordance with any timeframes which the Customer has agreed to) all assistance (including availability of relevant personnel), permissions (including permissions from any relevant third parties), information, facilities and access to systems reasonably required by the Company;
- (j) follow the Company's reasonable directions as required for the Company to provide the Managed IT Services and fulfil its obligations under the Agreement;
- (k) meet all of the Customer's obligations as specified in the Agreement;
- (l) only use Managed IT Services, for lawful purposes and not for fraudulent, illegal or destructive purposes;
- (m) not sell, re-sell, or otherwise provide the Managed IT Services to any third party without the prior written consent of the Company;
- (n) not allow the Managed IT Services to be affected by any virus or destructive media, or use the Managed Services in any way which is intended to be, or is, detrimental to:
 - i. the use of those Managed IT Services by other customers of the Company or other users; or
 - ii. the systems utilised to provide the Managed IT Services

5.2 The Customer's use of and content on the Customer's Website must not:

- a) be defamatory, obscene, offensive, hateful or abusive;
- b) infringe the rights of any third party, including Intellectual Property Rights; or
- c) breach any local, national or international law or regulation; or
- d) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

5.3 If the Company receives a complaint about the Customer's Website arising out of or in connection with the Customer's breach of the Agreement, the Company may either issue the Customer with a written warning asking it to immediately remedy the breach, or suspend the Customer's Website immediately without notifying the Customer beforehand. On request by the Company, the Customer must promptly settle the matter by either agreeing with the complainant that the material can remain, be altered or removed permanently. However, if the Company believes that the material on the Customer's Website is sufficiently harmful, unlawful or offensive, is illegal or the Company receives further complaints about the Customer's Website after the Company has already issued the Customer with a warning, the Company reserves the right to terminate the Agreement without further notice to the Customer. In such circumstances, the Company will be under no obligation to provide the Customer with any refund.

5.3 With effect from the Commencement Date, the Customer shall provide the Customer Data to the Company as requested by the Company.

5.4 The Customer shall remain responsible for the use of the Managed IT Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).

5.5 The Customer must carry out all Customer responsibilities and obligations set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties or performance of the Customer's responsibilities and obligations, the Company may adjust any timetable or delivery schedule set out in the Agreement as reasonably necessary.

5.6 The Customer warrants and represents that:

- (a) it has the authority to grant any rights to be granted by the Customer to the Company under the Agreement, and for the same to be used in the provision of the Services and otherwise in connection with the Agreement;
- (b) it owns or has obtained valid licences, consents, permissions and rights to use and where necessary to license to the Supplier, any materials reasonably necessary for the fulfilment of all the Customer's obligations under this agreement, including any third-party licences and consents in respect of any Customer Software;
- (c) any Customer Data and Customer Software does not and shall not infringe the Intellectual Property Rights of any third party if used in accordance with this Agreement; and
- (d) it has in place appropriate virus protection and information security measures to protect its own systems and the data in its possession and control.

6 EXCEPTION FACTORS

6.1 The Company has no obligation to address or remedy an Incident where the Incident has arisen due to any of the following Exception Factors:

- (a) issues resulting from the Customer's use of infrastructure (including IaaS/PaaS), networks, devices, internet connections, software or services where the relevant infrastructure, network, device, software or service is not included in the Managed IT Environment;
- (b) the failure or poor performance of the Customer's power source and/or power supply;
- (c) any additions, changes or modifications made to the Customer's operating system, environment or equipment except where made or approved by the Company;
- (d) the Customer not acting on a recommendation from the Company (given in writing) that additions, changes or updates to the Managed IT Environment are required;
- (e) changes made by a third party provider of software, services or equipment;
- (f) any third party act, omission or circumstance including without limitation any cyberattack (and including any cyberattack on the systems or services used by the Company to provide the Managed IT Services) which results in unavailability of all or any part of the Managed IT Environment, whether malicious or not (other than where the third party is a subcontractor engaged by the Company) or any unauthorised access to the Managed IT Environment;
- (g) wilful damage by any person including without limitation any current or former member of the Customer's staff (employees and/or contractors);
- (h) any situation, event, outage, defect or other factor (except where the Company has directly caused that situation, event, outage, defect, or other factor), which impacts the availability or proper functioning of any component of the Managed IT Environment or the Customer's access to Data, where the impact of that situation, event, outage, defect or other factor is experienced not only by the Customer but also by other businesses and users, including without limitation a Windows update issue, antivirus update issues or system outage by upstream providers;

- (i) any support ticket raised that is due to a lack of user training on software, device hardware or operating systems;
 - (j) a Force Majeure Event.
- 6.2 The Company may, at its sole discretion, agree to provide assistance with resolving Incidents that have arisen due to an Exception Factor and if and when it does so:
- (a) the work will not be undertaken under this Service Schedule but under as a separate engagement under the Master Services Agreement and additional charges will apply; and
 - (b) the Company accepts no responsibility for resolving the issue and the Service Levels in section 5 of Appendix 2 do not apply.

APPENDIX 2

SUPPORT & SERVICE LEVELS

1 SERVICE REQUESTS

Making Service Requests: The Customer may make service requests in respect of any Incident as follows:

Support is provided by telephone or email on standard Working Days, Monday – Friday 0900-1700hrs, excluding bank holidays. Faults reported before 9am are treated as received at 9am, and faults reported after 5pm are treated as received at 9am the next working day.

2 THIRD PARTY INVOLVEMENT

The Customer acknowledges that the Company may need to work with third parties for resolution of an Incident and the Customer agrees to the Company doing so, subject to the position on additional charges in section 3 below.

Customer's support agreements with other vendors: The Customer is required to maintain current support agreements with all relevant third parties. Where required to resolve an Incident, the Company will liaise with the Customer and either work with or hand over the Incident to the relevant third party. On handover, the timing in the Service Levels ceases to apply.

3 ADDITIONAL CHARGES

Requests for Assistance: the pricing for the Managed IT Services is defined in the Order Form and includes support for Incidents. It does not include support services for Requests for Assistance and additional charges may apply for services provided in relation to Requests for Assistance. The Company will provide an estimate for services provided in relation to Requests for Assistance for approval by the Customer prior to proceeding.

Third party vendors or third party products/services: where the Company needs to involve the services of a third party vendor or to purchase a third party product or service for resolution of an Incident, an additional charge may apply. The Company will provide an estimate of these additional costs for approval by the Customer before incurring the cost, provided that the Customer will not unreasonably withhold approval.

4 EXCLUSIONS

The support available under this Appendix does not include services for any issues in respect of Exception Factors, including any issues that in the Company's reasonable opinion are due to an Exception Factor.

The Company may, at its sole discretion, agree to provide assistance with resolving issues of the type described in this section 4 and if and when it does so, the Company accepts no responsibility for resolving the issue and the Service Levels in section 5 below do not apply. The Company may charge the Customer its standard rates for professional services for undertaking any work of the type described in this section 4 regardless of whether or not the issue is resolved by that work.

5 SERVICE LEVELS (SLAS)

The Company shall use all reasonable commercial efforts to meet the response times and target remedy times set out below. The response times and target remedy times are within Working Hours only, unless expressly agreed otherwise by the Company in writing. Timing ends on escalation to third party support.

If the Customer has After Hours cover:

- the Company provides After Hours service for Priority 1 (P1) and Priority 2 (P2) issues only (the response times and target remedy times apply After Hours for P1 and P2 only);
- if the Customer assigns Priority 1 or Priority 2 to an Incident and it is not a P1 or P2, the Company may charge for the work required to investigate and diagnose the Incident at its After Hours' rates.
- if a Customer that has After Hours cover requests the Company to provide services After Hours for any Incident that is not P1 or P2, and the Company agrees to provide the required services, the work will be charged at the Company's After Hours' rates.

6 SERVICE LEVELS

Where any of the Exception Factors apply (see section 6 of Appendix 1), the Service Levels do not apply.

Priority	Example	Target Response	Target Resolution
1	Major issue causing critical impact to operations. Users are prevented from working.	30 mins	4 hours
2	Issue causing significant impact to business processes.	1 hour	1 day
3	Problems of a 'non urgent' nature, where the effect on the user is not significantly impacting work.	1 hour	3 days
4	Routine requests to the service desk or Change Requests	1 day	5 Days
5	Projects. The scheduling and project plan for each individual project would be agreed with the Customer.	1 day	Agreed at time
6	New hardware supply and configuration	1 day	10 days