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CH Framework Agreement
Schedule 3.3 (Service Levels)

Crown Hosting Framework Agreement

Schedule 3.3

Service Levels

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1. Introduction

1.1 The Service Levels are intended to:

- (a) ensure that the Services are of a consistently high quality (meaning that the required Service Levels are at all times met or exceeded) and meet the Customer's requirements as to performance and reliability; and
- (b) provide a mechanism whereby the Customer can obtain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the Services to the level that it has contracted to deliver.

1.2 The Service Levels apply during the Term of the Call-Off Agreement as specified in the Call Off Order Form.

1.3 There are three sets of Service Levels set out in this Schedule. These are:

- (a) Data Centre Parameters;
- (b) WAN Usage; and
- (c) Incident Response Time and Incident Resolution Time.

1.4 The Supplier shall, at all times, provide the Services to ensure that at least the Operating Service Level ("**OSL**") for each Service Level is achieved. However, the Service Level for WAN Usage is only required to be achieved by the Supplier if inter Data Centre WAN usage is provided by the Supplier as an Additional Service.

1.5 If an OSL is not achieved then Service Credits will accrue in accordance with paragraph 5 of this Schedule.

1.6 The Supplier shall be responsible for managing Trouble Tickets. These shall be created by the Data Centre Service Desk at the earlier of:

- (a) when it is notified of an Incident by the Customer or the Customer's Helpdesk; or
- (b) when its internal monitoring systems identify that an Incident has occurred.

1.7 For the purpose of determining whether a Service Level under each Call-Off Agreement has been achieved, only the level of performance in respect of the relevant Customer shall be taken into account.

1.8 All Service Levels and the Service Credits applicable to the Services shall be monitored by the Supplier and reviewed on an on-going basis by the Technical Sub-Committee pursuant to Schedule 6.1 (Governance).

1.9 The Service Levels shall apply to any future or Additional Services provided by the Supplier unless otherwise specified in any applicable Change Request. Any changes or updates to the Service Levels or the Service Credits shall be managed in accordance with Schedule 6.2 (Change Control Procedure).

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- 1.10 To assist the Supplier with Resolving any Incidents, the Customer shall respond to any reasonable requests for information or assistance by the Supplier within a reasonable time and in any event within two (2) Working Days.

2. Data Centre Parameters

- 2.1 The Supplier shall measure the Data Centre Parameters and calculate the amount of time in each Service Period that the Data Centre Parameters do not meet the Service Levels set out in this Schedule.
- 2.2 The Supplier shall ensure that each Data Centre operates within the Data Centre Parameters specified in this paragraph 2 for each Service Period.
- 2.3 The OSLs in respect of the Data Centre Parameters are:
- (a) **REDACTED** Power Uptime in a Service Period measured in accordance with paragraph 2.5;
 - (b) **REDACTED** Environmental Uptime in a Service Period for temperature parameters measured in accordance with paragraph 2.8; and
 - (c) **REDACTED** Environmental Uptime in a Service Period for humidity parameters measured in accordance with paragraph 2.8.
- 2.4 The Temperature and Humidity parameters shall be known together as the "**Environmental Parameters**".

Power Uptime

- 2.5 If the Power Uptime is less than **REDACTED** of the Total Uptime in a Service Period, then the applicable OSL is not achieved and Service Credits shall accrue in accordance with paragraph 5 where:

$$\text{"Power Uptime"} = ((\text{Total Uptime} - \text{Power Downtime}) / \text{Total Uptime}) \times 100$$

"Power Downtime" = the total amount of time (in seconds) that there is an outage in the power supply for both the A and B power supply feeds to the Data Centre (i.e. where both the A and B power supply experience have been disrupted or are not otherwise available at the same time); and

"Total Uptime" = the total number of seconds in the relevant Service Period.

- 2.6 If the number of outages affecting both the A and B power supply to a single Cabinet in any Service Period is equal to or greater than three (3), Service Credits shall accrue in accordance with paragraph 5.

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Environmental Parameters

2.7 The Supplier shall be required to maintain the following Environmental Parameters in the Data Centre at all times:

(a) Temperature:

(b) **REDACTED** Humidity:

REDACTED

These requirements shall apply only where the outside temperature measures between a maximum of **REDACTED** and a minimum of **REDACTED**. The Supplier is not liable for Service Credits in respect of any failure by the Supplier to achieve the Environmental Parameters where the outside temperature is outside of these limits. The Supplier shall be responsible for measuring the outside temperature and keeping records of any times the temperature rises above or falls below these limits during each Service Period.

2.8 If the Environmental Uptime is less than **REDACTED** of the Total Uptime in a Service Period, then the applicable OSL is not achieved and Service Credits shall accrue in accordance with paragraph 5 where:

$$\text{"Environmental Uptime"} = ((\text{Total Uptime} - \text{Environmental Downtime}) / \text{Total Uptime}) \times 100$$

"Environmental Downtime" = the total amount of time (in seconds) where the Environmental Parameters operate outside of the limits set out in paragraph 2.7; and

"Total Uptime" = the total number of seconds in the relevant Service Period.

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- 2.9 The Environmental Uptime (and the applicable OSL) is measured separately for temperature and humidity.
- 2.10 Each Data Centre shall be assessed separately on its adherence to the Data Centre Parameters throughout each Service Period.

3. WAN Usage

- 3.1 This paragraph 3 only applies if inter Data Centre WAN usage is provided by the Supplier as an Additional Service.
- 3.2 The Supplier shall measure the end-to-end availability of each inter Data Centre WAN and calculate the WAN uptime achieved in a Service Period.
- 3.3 The Supplier shall ensure that the operation of each inter Data Centre WAN achieves the OSL described in paragraph 3.4 for each Service Period.
- 3.4 If the WAN Uptime is less than **REDACTED** of the Total Uptime in a Service Period for a diverse WAN connection, then the applicable OSL is not achieved and Service Credits shall accrue in accordance with paragraph 5 where:

$$\text{"WAN Uptime"} = ((\text{Total Uptime} - \text{WAN Downtime}) / \text{Total Uptime}) \times 100$$

"WAN Downtime" = the amount of time (in seconds) where both of the diverse WAN routes are unavailable and do not meet the requirements of Schedule 3.1 (Services Description) in the relevant Service Period; and

"Total Uptime" = the total number of seconds in the relevant Service Period.

- 3.5 If the WAN Uptime is less than **REDACTED** of the Total Uptime in a Service Period for a single route WAN connection then the applicable OSL is not achieved and Service Credits shall accrue in accordance with paragraph 5 where:

$$\text{"WAN Uptime"} = ((\text{Total Uptime} - \text{WAN Downtime}) / \text{Total Uptime}) \times 100$$

"WAN Downtime" = the amount of time (in seconds) where the single route WAN is unavailable and does not meet the requirements of Schedule 3.1 (Services Description) in the relevant Service Period; and

"Total Uptime" = the total number of seconds in the relevant Service Period.

- 3.6 WAN Downtime shall be calculated as starting when an Incident has been notified to the Data Centre Service Desk or otherwise identified by the Supplier and shall end when the relevant Incident is Resolved.

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4. Incident Response and Resolution Time

- 4.1 Each Incident shall be allocated a Severity Level by the Supplier in accordance with the Severity Level definitions set out in Table 1 below.
- 4.2 The Response Time for each Incident shall start when the Incident has been notified to the Data Centre Service Desk (or otherwise identified by the Supplier) and end when both a Trouble Ticket has been created and an initial response from the Data Centre Service Desk is received by the Customer Helpdesk (in written or oral form).
- 4.3 The Resolution Time for each Incident shall start when the Incident has been notified to the Data Centre Service Desk (or otherwise identified by the Supplier) and end when the Incident has been Resolved and the Supplier has received confirmation that the Incident has been Resolved from the Customer Helpdesk (in written or oral form).
- 4.4 The OSLs for the applicable Response Time and Resolution Time are set out in Table 1 below:

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Table 1:

Severity Level	Severity Level Definition	Response Time	Resolution Time	Updates required	OSL - Response Time	OSL - Resolution Time
Severity Level 1	<p>Primary and secondary infrastructure or other equipment and system(s) critical to providing the Services are down and the Services are not available and no workaround is immediately available.</p> <p>Severity Level 1 Incidents include security breaches.</p> <p>Severity Level 1 support requires the Supplier to have dedicated resources available to work on the issue on an on-going basis.</p>	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Severity Level 2	<p>Primary and secondary infrastructure or other equipment and system(s) critical to providing the Services are down, or partially down, and the functionality of the Services is severely impaired including where:</p> <ul style="list-style-type: none"> the Services can continue, but only in a severely restricted fashion; and a temporary workaround is available. 	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Severity Level 3	<p>Primary and secondary infrastructure or other equipment and system(s) necessary to provide the Services are down but there is minimal impact on the provision of the Services including where:</p>	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

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Severity Level	Severity Level Definition	Response Time	Resolution Time	Updates required	OSL - Response Time	OSL - Resolution Time
	<ul style="list-style-type: none"> there is impaired operation of some infrastructure, equipment or system components; there is a minimal risk that initial implementation activities will not be achieved on time; or a temporary workaround is available. 					

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- 4.5 The Supplier must provide a Response to each Incident within the timescales indicated in Table 1 above in accordance with the applicable Severity Level. Failure to achieve Response Time OSLs specified in Table 1 above shall result in the Supplier accruing Service Credits in accordance with paragraph 5.
- 4.6 The Supplier must provide a Resolution or workaround to the Incident within the timescales indicated in Table 1 in accordance with the applicable Severity Level. Failure to achieve Resolution Time OSLs specified in Table 1 above shall result in the Supplier accruing Service Credits in accordance with paragraph 5.
- 4.7 The Data Centre Service Desk shall provide updates to the Customer Helpdesk at least at each interval stated in Table 1 above in accordance with the applicable Severity Level. No Service Credits are associated with these update requirements.
- 4.8 Any network and connectivity Incident shall initially be assigned as a Severity Level 1 Incident for the purposes of calculating the Resolution and Response times. The Severity Levels may subsequently be amended pursuant to paragraph 4.9.
- 4.9 When deciding upon the relevant Severity Level for the Incident:
- (a) the Customer or Customer Helpdesk may, at its discretion but acting reasonably, change the Severity Level allocated to any Incident at any time; and
 - (b) the Supplier may increase or, subject to the written approval of the Customer or Customer Helpdesk, decrease the Severity Level allocated to an Incident, as soon as it becomes aware of any facts or circumstances that make such an increase or decrease appropriate.
- 4.10 Any failure between the Parties to agree upon a Severity Level for the Incident shall be dealt with in accordance with the escalation procedure detailed in paragraph 9 below.
- 4.11 If an Incident is subsequently categorised at a higher Severity Level, the time to Resolve the Incident shall run from the point the Severity Level is increased. If an Incident is subsequently categorised at a lower Severity Level, the time to Resolve the Incident shall run from the time the Incident was notified to the Data Centre Service Desk but shall take into account any elapsed time at the higher Severity Level.
- 4.12 A Trouble Ticket shall be closed when:
- (a) the Incident has been Resolved, the Data Centre Service Desk receives confirmation from the Customer Helpdesk that a resolution has been successful and the relevant Service is being provided at least to the applicable Service Level required under this Schedule and the applicable Trouble Ticket has been closed; or
 - (b) the Supplier provides a workaround to an Incident that restores the Service to at least the applicable Service Level required under this Schedule and to the functionality required by this Framework Agreement and the Call-Off Agreement and the applicable Trouble Ticket has been closed.

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4.13 Where a workaround is to be provided:

- (a) the Supplier shall provide details of the proposed workaround (whether technical, through workflow adjustments or otherwise); and
- (b) the Customer, acting reasonably, shall approve or reject the Supplier's proposed workaround,

and the Supplier and/or Customer shall apply the approved workaround, and restore the Service to at least the applicable Service Level, on completion of which time the Incident is Resolved.

4.14 If an Incident reported to the Supplier is only partly attributable to the Supplier, the Incident shall remain with the Supplier until such time as the Supplier can show that it has Resolved that part of the Incident that is attributable to it.

5. Service Credits

5.1 The accrual of Service Credits shall be tracked by the Supplier and processed so that the Service Credits are applied to the next invoice after the Service Credit has been incurred.

5.2 A monthly report detailing the number of Service Credits accrued, the amount this comes to in GBP and the reasons for each accrual shall be provided by the Supplier to the Customer as applicable for each Service Period as set out in paragraph 7.1 below.

5.3 Multiple Service Credits

Where Service Levels relating to both Power Uptime and one or more of the Environmental Parameters are deemed to be operating below the relevant OSLs and therefore multiple Service Credits are accruing simultaneously, the Service Level which accrues the highest Service Credit (in monetary terms) shall be the one that is used in the monthly Service Credit calculation.

5.4 Cumulative Service Credits

- (a) The monetary value of Service Credits shall be aggregated for each Service Period for all the categories of Service Levels (to the extent that Service Credits apply) as set out in this Schedule.
- (b) Where the monetary value of Service Credits exceeds the Charges for that Service Period, the excess shall be debited in the next invoice for the Charges.

5.5 Data Centre Parameter Service Credits:

The following Service Credits will apply if the following Service Levels are not achieved in accordance with this Schedule:

Power Uptime Achieved	Service Credits as % of the Rental Charges paid or payable by the Customer in the Service Period in which the Service Credits accrue in respect of the affected Data Centre
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	Hall(s) after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

Power Outages	Service Credits as % of the Rental Charges paid or payable by the Customer in the Service Period in which the Service Credits accrue in respect of the Customer's affected Cabinet(s) after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
Less than three (3) outages simultaneously on both A and B supplies in the Service Period	REDACTED
Three (3) or more but less than five (5) outages simultaneously on both A and B supplies in the Service Period	REDACTED
Five (5) or more but less than nine (9) outages simultaneously on both A and B supplies in the Service Period	REDACTED
Nine (9) or more outages simultaneously on both A and B supplies in the Service Period	REDACTED

Environmental Uptime Achieved	Service Credits as % of the Rental Charges paid or payable by the Customer in the Service Period in which the Service Credits accrue in respect of the affected Data Centre Hall(s) after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing) - which are separately payable, if accrued, for humidity and temperature
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Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

5.6 Response Time Service Credits

Response Time Achieved	Service Credits as % of the Rental Charges paid or payable by the Customer in the Service Period in which the Service Credits accrue after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

5.7 Resolution Time Service Credits

Resolution Time Achieved	Service Credits as % of the Rental Charges paid or payable by the Customer in the Service Period in which the Service Credits accrue after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
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Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

5.8 WAN Uptime Service Credits

Single Route WAN Uptime Achieved	Service Credits as % of the Charges for that Inter Data Centre WAN Usage - Single Route paid or payable by the Customer in the Service Period in which the Service Credits accrue after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

Diverse WAN Uptime Achieved	Service Credits as % of the Charges for that Inter Data Centre WAN Usage - Diverse Route paid or
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	payable by the Customer in the Service Period in which the Service Credits accrue after deducting any volume rebate applied pursuant to Schedule 3.2 (Pricing)
Greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED - greater than or equal to REDACTED	REDACTED
Less than REDACTED	REDACTED

6. Key Performance Indicators

6.1 The Supplier shall deliver the Services so as to achieve the KPIs set out in the table below:

Ref	Description	Service Level	Measurement Frequency	Target
1	All Severity Level 1 Incidents Resolved	Percentage of all Severity Level 1 Incidents in a Service Period Resolved within 1 hour 30 minutes	Monthly (one (1) Service Period)	REDACTED
2	Incident Management	Percentage of all Incident records which were reopened, for an identical Incident, within 20 Working Days after being marked as closed.	Quarterly (three (3) Service Periods))	REDACTED
3	Change Management	Percentage of Lead Times achieved for new Service Requests.	Quarterly (three (3) Service Periods)	REDACTED

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4	Capacity Management	Number of Incidents occurring because of insufficient service or component capacity.	Monthly (one (1) Service Period)	REDACTED
5	Latency	The average monthly latency round trip transmission delay between Supplier managed routers on its own sites and Supplier designated routers in the Supplier IP network.	Monthly (one (1) Service Period)	REDACTED

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6.2 The Framework Authority reserves the right, on a quarterly basis, to promote any KPI that has not been consistently achieved, as determined by the Framework Authority, to a Service Level following consultation and agreement with the Supplier in accordance with Schedule 6.2 (Change Control Procedure). The Supplier shall not unreasonably withhold its agreement to promote any KPI that has not been consistently achieved to a Service Level.

6.3 Where a KPI is promoted to a Service Level, the Technical Sub-Committee shall meet to discuss the Service Credit to be allocated to the new Service Level and shall make a recommendation, or in the absence of agreement, escalate the matter to the Contract and Operations Board.

7. Repeat Failure

7.1 Where a Service Level Failure has occurred then without prejudice to paragraph 6.2, the provision of clause 38 (Rectification Plan Process) of the Standard Terms shall apply.

7.2 The implementation of the Rectification Plan shall be reviewed on a weekly basis by the Supplier until the activities specified in the Rectification Plan are completed.

7.3 If the Service Level achievement on completion of the Rectification Plan remains below the applicable OSL, due to a related Incident or Incidents, in the following month then this shall constitute a Critical Service Failure.

8. Service Level Reports

8.1 The Technical Sub-Committee shall meet each month in order to discuss the Service Levels, KPIs and any workarounds that are in place for any Incidents have not been Resolved.

8.2 In addition to such meetings detailed in 8.1, the Supplier shall report on its performance against each of the Service Levels in accordance with Schedule 3.4 (Reports).

8.3 The Service Level Report shall contain:

- (a) a list of all Services with their applicable OSLs and KPIs, the Service Levels and KPIs actually achieved and any Service Credits incurred during that Service Period;
- (b) a list of all Services where there has been a Repeat Failure and a progress report on the actions taken by or on behalf of the Supplier to Resolve the underlying cause and prevent recurrence;
- (c) a list of all Incidents that occurred during the applicable month and the Severity Level of each Incident that occurred;
- (d) which Incidents have been Resolved and their Incident Resolution Times;
- (e) which Incidents remain outstanding and the Supplier's progress in Resolving them;
- (f) for any Incident categorised as a Severity Level 1 occurring in the applicable Service Period, the cause of the Incident and any action taken or being taken by or on behalf of the Supplier to reduce the likelihood of recurrence;

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- (g) such other details as the Customer or Framework Authority may reasonably require from time to time; and
 - (h) an annex detailing the information recorded in the Incident Log that month, as described below in paragraph 8.7.
- 8.4 The Supplier is responsible for calculating its performance against each of the Service Levels and KPIs and confirming the Trouble Ticket issue and Resolution Times with the Customer Helpdesk where applicable.
- 8.5 The Service Level Reports shall be issued each month no later than the time the Supplier invoices the Customer for the Charges due for the previous month. The invoice shall show the Service Credits accumulated over the same period.
- 8.6 Each time an Incident occurs, the Supplier shall record the Incident in an Incident Log. The monthly Service Level Report shall have an annex detailing the list of that Service Period's entries in the Incident Log.
- 8.7 The Supplier shall ensure that, as a minimum, the following details are recorded by the Supplier in the Incident Log in respect of each Incident:
 - (a) a unique report number;
 - (b) the date and time the report is received at the Data Centre Service Desk;
 - (c) the nature and location of the Incident;
 - (d) the person/organisation making the report;
 - (e) the Severity Level assigned to the Incident;
 - (f) an estimate (produced with all due care and diligence) of the number of Customers which are affected by the Incident;
 - (g) the action intended to be taken or which has been taken to Resolve the Incident;
 - (h) details of any communication with the Customer Helpdesk in connection with the Incident;
 - (i) notes/comments regarding any mitigating circumstances with regard to the Incident;
 - (j) the reasons for any inability of the Supplier to Resolve the Incident; and
 - (k) any further information as reasonably requested by the Framework Authority or Customer.
- 8.8 Where the Framework Authority or a Customer wishes to dispute some or all of the contents of a Service Level Report, it shall contact the Supplier and agree the relevant amendments to the Service Level Report. If the Parties cannot agree the amendment, then the relevant board meetings and escalations as per the Dispute Resolution Procedure in Schedule 6.3 (Dispute Resolution Procedure) shall be followed.

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9. Escalation

9.1 The Customer or Customer Help Desk shall be entitled to escalate any contact they have with the Data Centre Service Desk in the following situations:

- (a) if the Customer or Customer Help Desk reasonably believes that it is not receiving adequate assistance or response times from the Data Centre Service Desk;
- (b) in the event of a failure by the Supplier to meet a Service Level within that Service Period; and
- (c) if a Severity Level 1 Incident occurs.

9.2 Availability Escalation Procedure

Escalation Level	Escalation Personnel Details
Level 1	REDACTED
Level 2	REDACTED
Level 3	REDACTED

9.3 Data Centre Parameters Escalation Procedure

Escalation Level	Escalation Personnel Details
Level 1	REDACTED
Level 2	REDACTED
Level 3	REDACTED

9.4 Incident Response Time Escalation Procedure

Escalation Level	Escalation Personnel Details		
	Severity 1	Severity 2	Severity 3
Level 1	REDACTED	REDACTED	REDACTED
Level 2	REDACTED	REDACTED	REDACTED
Level 3	REDACTED	REDACTED	REDACTED

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9.5 Connectivity Escalation Procedure

Escalation Level	Escalation Personnel Details
Level 1	REDACTED
Level 2	REDACTED
Level 3	REDACTED

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10. Service Credit Relief

- 10.1 The Supplier shall be relieved of responsibility for meeting any Service Levels and Service Credits shall not accrue, to the extent any failure to achieve the Service Level is directly attributable to an Excusing Cause.
- 10.2 If the Supplier considers that there has been an Excusing Cause, it shall notify the Customer and the Supplier shall be treated as though the relevant Service Level had been achieved if the Supplier can demonstrate, to the reasonable satisfaction of the Customer, that:
- (a) an Excusing Cause applies; and
 - (b) but for the occurrence of the applicable Excusing Cause, the Supplier would have met the applicable Service Level in accordance with this Schedule.
- 10.3 The following events shall be treated as Excusing Causes:
- (a) interruption to the Services due to scheduled maintenance, alteration, or implementation, which has been agreed in writing in advance between the Parties, or for which the Supplier provides at least fourteen (14) Working Days' prior written notice which is agreed to in writing by the Customer;
 - (b) an interruption or failure to the Service caused by: (i) the acts or omissions of the Customer; and/or (ii) assets or equipment supplied by the Customer (e.g. problems with its links, network connectivity, end user software, access circuits, local loop or any network not owned or managed by Supplier or any of its Sub-Contractors) including in each case whether or not the Customer is affected by such interruption or failure;
 - (c) gross negligence or other conduct of the Customer or its Authorised Persons, including a failure or malfunction resulting from applications or services provided by the Customer or its Authorised Persons;
 - (d) a shut-down of some or all of the functions of the Data Centre due to circumstances reasonably believed by the Supplier to be a significant and imminent threat to the normal operation of the Services, the Supplier's facility, or access to or integrity of Customer's data (e.g. hacker or virus or physical attack to the Data Centre);
 - (e) any abuse, fraud or failure to comply with the Acceptable User Policy on the part of the Customer and its Authorised Persons;
 - (f) any problems with the Customer WAN, PSN or the internet;
 - (g) any interruptions, delays or failures caused by the Customer or its Authorised Persons including the following:
 - inaccurate configuration of Customer systems;
 - problems with the Services due to non-compliant use by the Customer of any software installed on any hardware;

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- any problems with the Services caused by Customer initiated server over-utilization as stated in any manufacturer's guidelines;
- any problems to the Service relating to any physical attacks on any hardware, or any damage to software or Customer Data due to hacking, attacks, and exploits which occur whilst the Supplier and its Sub-contractors are compliant with all security requirements set out in Schedule 3.6 (Security Management); or
- failure or disruption to the Services caused by the occurrence of a Force Majeure Event which cannot be mitigated against or remediated by the invocation of the BCDR Plan.

10.4 Notwithstanding paragraph 10.2 and the occurrence of an Excusing Cause, the Supplier shall:

- (a) use reasonable endeavours to provide the Services to meet the relevant Service Level;
- (b) mitigate the impact of such events; and
- (c) in the case of paragraph 10.3(b) provide such assistance as a Customer may require to resolve the impact of the event on the provision of the Services.