

## **Supplementary terms for the supply of On-Premise & End User IT Support Services**

The terms and conditions detailed in this Service Schedule are specific to the products and services as recommended by Eloquent Technologies and detailed on the appropriate quotation and subsequent Order. This Service Schedule is designed to work in conjunction with our Master Service Agreement (MSA) and/or General Terms & Conditions, and shall be provided for review where applicable

All definitions set out in either our Master Service Agreement (MSA) or General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

### **1. SUPPLEMENTARY DEFINITIONS**

- 1.1 'Configuration' means the configuration of the IT Equipment or component thereof, including hardware, installed software and all associated settings and or parameters.
- 1.2 'Data Centre' means a facility used to house computer systems and associated equipment including telecommunications and data-storage systems.
- 1.3 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Eloquent is unable to provide prior notice thereof.
- 1.4 'End User' means a user of the IT Equipment who is authorised by the Client to use the IT Equipment.
- 1.5 'Helpdesk' means Eloquent's support team.
- 1.6 'Hours of Cover' means the hours of cover set out in the Service Schedule, unless amended on the Order.
- 1.7 'Incident' means a fault or issue with the operation or performance of the IT Equipment.
- 1.8 'IT Equipment' means hardware, Software, network cabling installed at the Client's Site(s), which is listed on the Order and is to be supported under the terms of this Agreement.
- 1.9 'Line of Business Applications' means the software which is installed on the Client's IT system and provided by the Client.
- 1.10 'Local Area Network' ('LAN') means the Client's Site-based network.
- 1.11 'Pay As You Go' means payment in arrears for Services used in a charging period.
- 1.12 'Planned Maintenance' means any period of maintenance for which Eloquent has provided prior notice.
- 1.13 'Probe' means Software which is installed on the IT Equipment by Eloquent which enables system performance reporting.
- 1.14 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.15 'Respond' means to make a Response.
- 1.16 'Response' means Eloquent's initial response to a Support Call, but not necessarily a final fix to the associated Incident.
- 1.17 'Response Time' means the Eloquent's target time to make a Response to a Service Call.
- 1.18 'Services', IT Support Services' means on premise IT support services
- 1.19 'Service Component' means a component part of the Services

- 1.20 'Service Limitations' means any service limitations set out in this Supplement, the attached Service Schedule or the Order.
- 1.21 'Service Request' means the requesting of a change, information or system-administration activity by the Client.
- 1.22 'Site(s)' means Client's site(s) at which IT Equipment is located, as set out in the Order.
- 1.23 'Software' means the software which is installed on and is a component of the IT Equipment, as listed on the Order.
- 1.24 'Support Call' means the reporting of an Incident to Eloquent by the Client.
- 1.25 'Wireless LAN' means a Local Area Network that is implemented with wireless connections.

## **2. TERM**

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by Eloquent (the 'Commencement Date') and shall run for the Minimum Term as set out in the Order.
- 2.2 Eloquent shall, not less than ninety days prior to the end of the Minimum Term or any anniversary thereof, notify the Client of changes to Charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or the end of any calendar month thereafter;
  - 2.2.2 The Client notifies Eloquent of acceptance of changes, the Agreement shall continue in force until terminated at the end of any calendar month thereafter;
  - 2.2.3 The Client fails to notify Eloquent of acceptance of changes and fails to serve notice to terminate, such failures to notify Eloquent shall imply that the changes have been accepted and the Agreement shall continue in force until terminated at the end of any calendar month thereafter.

## **3. PROVISION OF SERVICES**

- 3.1 IT Support Services are provided to support the Client's on-premise IT systems and may include any of the following:
  - 3.1.1 Remote IT Support Services;
  - 3.1.2 Liaison with third party service suppliers;
  - 3.1.3 Backup services;
  - 3.1.4 Disaster Recovery services;
  - 3.1.5 Monitoring services;
  - 3.1.6 Local Area Network support;
  - 3.1.7 Managed Wireless services;
  - 3.1.8 User Administration;
  - 3.1.9 Patch Management.

The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Schedule.

- 3.2 For the avoidance of doubt, IT Support Services do not include:
  - 3.2.1 The provision or support of network connectivity outside of the Client's Site(s), save liaison with third party suppliers;
  - 3.2.2 Maintenance of hardware, save warranty management.
- 3.3 The Services comprise IT Support Services as set out in the Order and described in the attached Service Schedule. Eloquent shall use reasonable endeavours to provide the IT Support Services during the Hours of Cover set out in the Schedule.
- 3.4 During the term of this Agreement, Eloquent shall be entitled to make alterations to the Configuration of the supported IT Equipment. Such alterations may result in temporary disruption to the availability of the IT Equipment and Eloquent will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.5 Eloquent cannot guarantee and does not warrant that the IT Support Services shall result in the IT Equipment operating free from interruptions or temporary degradation of the quality of the services provided by such IT Equipment.

#### **4. ACCEPTABLE USE**

- 4.1 The Client agrees to use the IT Equipment in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by Eloquent from time to time.
- 4.2 The Client agrees to ensure that the IT Equipment is not used by its End Users to:
  - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
  - 4.2.4 In any manner which in Eloquent's reasonable opinion brings Eloquent's name into disrepute;
  - 4.2.5 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
  - 4.2.6 Falsify true ownership of software or data contained in a file that the Client or End User makes available via IT Equipment;
  - 4.2.7 Falsify user information or forge addresses;
  - 4.2.8 Act in any way which threatens the security or integrity of the IT Equipment, including the download, intentionally or negligently, of viruses, ransom-ware, Trojan horses or other malware;
  - 4.2.9 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
  - 4.2.10 Connect to the IT Equipment insecure equipment or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third party system;

- 4.3 The Client acknowledges that it is responsible for all data and/or traffic originating from the IT Equipment.
- 4.4 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by Eloquent.

## **5. CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by Eloquent, including those arising from usage-based components of the Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
  - 5.2.1 On a regular basis, change access passwords for all IT Equipment that in the Client's reasonable opinion may be liable to access by unauthorised persons.
- 5.3 In the event that Eloquent receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by Eloquent to ensure that Eloquent will be in compliance with their respective obligations in respect of the provision of the Services.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by Eloquent to the IT Equipment that such equipment shall be technically compatible and conforms to any instruction issued by Eloquent in relation thereto.
- 5.5 Accept that in the event that it attaches equipment that does not comply with the provisions of sub-clause 5.4 ('Unauthorised Equipment') and such Unauthorised Equipment in the reasonable opinion of Eloquent is causing disruption to the functionality of the IT Equipment, Eloquent shall be entitled to:
  - 5.5.1 If technically possible, reconfigure the Unauthorised Equipment, and charge the Client for its work as set out in the Tariff;
  - 5.5.2 Charge the Client as set out in the Tariff for any additional work arising from, or in connection with the Unauthorised Equipment;
  - 5.5.3 Request that the Client disconnect the Unauthorised Equipment from the IT Equipment; and if such request is not agreed by the Client within thirty days, terminate this Agreement forthwith.
- 5.6 Accept that is the Client's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls (unless such anti-virus systems and firewalls are installed by Eloquent under the terms of this Agreement) and staff training to prevent the introduction of viruses and other malware into the IT Equipment.
- 5.7 Be solely responsible for ensuring compliance with the terms of licence of any Software that is a component of the IT Equipment that has been provided by the Client.
- 5.8 Be responsible for providing external network connectivity, including access to the Public Internet, as required for the correct functioning of the IT Equipment.

## **6. ELOQUENT'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Eloquent shall:

- 6.1 Provide the IT Support Services set out in the Order and described in the attached Service Schedule, subject to any Service Limitations set out in the Order and Schedule.
- 6.2 During the hours of cover set out in the Order, make available a Helpdesk that shall provide support and guidance in the use of the IT Equipment and manage the resolution of all IT Equipment-related Incidents raised by the Client.
- 6.3 During the hours of cover set out in the Schedule or as amended in the Order, monitor the performance of servers and networked devices as described in the Service Schedule attached hereto.
- 6.4 Respond to Support Calls made by the Client and make reasonable endeavours to repair any Incident that is within the IT Equipment or directly caused by Eloquent, its employees, agents, subcontractors or suppliers.
- 6.5 Proactively respond to Incidents reported by the monitoring services and make reasonable endeavours to repair any Incident that arises within the IT Equipment

## **7. INDEMNITIES**

- 7.1 The Client agrees to indemnify, defend and hold harmless Eloquent and its suppliers from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Eloquent or legal proceedings which are brought or threatened against Eloquent by a third party in the event of:
  - 7.1.1 The IT Equipment being used in breach of the acceptable uses set out in Clause 4 hereof, except where such a breach results from fraud by Eloquent;
  - 7.1.2 The Client being or having been in breach of sub-clause 5.7 hereof or any applicable laws, including the Telecommunications Act and the Data Protection Act.
  - 7.1.3 Any fraud except by Eloquent;
  - 7.1.4 All claims made by third parties arising from Incidents in the Services.
- 7.2 In the event that Eloquent becomes aware of any claim as set out in sub-clause 7.1 it shall:
  - 7.2.1 As soon as reasonably practical, notify the Client of such claim;
  - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of the Client, such agreement not to be unreasonably delayed or withheld;
  - 7.2.3 Consult with the Client regarding the conduct of any action and have due regard for the Client's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of the Client, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in Clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.15 of the General Terms and Conditions.
- 7.4 Eloquent will indemnify the Client against all claims and proceedings arising from infringement of any intellectual property rights by reason of Eloquent's provision of the IT Support Services to the Client, PROVIDED always that such claims or proceedings are not caused by the Client:
  - 7.4.1 Using equipment or software not approved by Eloquent;
  - 7.4.2 Using the IT Equipment otherwise than in accordance with the terms of this Agreement.

## **8. GENERAL**

- 8.1 In the event that the Client requires installation of additional Line of Business Applications:
- 8.1.1 Eloquent shall be entitled to perform an acceptance test on any application prior to installation;
  - 8.1.2 If the software passes the acceptance test, Eloquent will then install and configure the application on guidance from the software vendor;
  - 8.1.3 The Client shall be responsible for providing full installation instructions including any configuration details to Eloquent in advance;
  - 8.1.4 Eloquent shall charge the Client for acceptance test and installation at its prevailing rates.
  - 8.1.5 The Client shall be responsible for notifying Eloquent of the availability of patches and maintenance releases to any Line of Business Applications which Client provides.
  - 8.1.6 Eloquent shall install patches and maintenance releases on Line of Business Applications in response to specific requests from the Client, in order to resolve specific Incidents. Eloquent shall be entitled to charge for the provision of this service,
- 8.2 During the term of this Agreement, the Client's supplier(s) will provide patches and maintenance releases ('Updates') for applying to the Software supported hereunder.
- 8.2.1 Provided that the application of Updates is set out in the Order, Eloquent shall, at the commencement of this Agreement agree an individual strategy for the application of Updates; and
  - 8.2.2 Client accepts that in the event that the Client requests that Updates are not applied, there may be a resulting risk to the integrity of the IT Equipment and that Eloquent shall not be liable for any degradation in integrity resulting from such request; and
  - 8.2.3 Eloquent shall immediately notify Client when Updates have been applied; and
  - 8.2.4 The Client shall test its applications once the Update has been applied to ensure it has not impacted their services.
  - 8.2.5 In the event that an Update has an adverse effect on the operation of the Software, Eloquent will where possible remove the Update, in agreement with the Client and Eloquent's attempt to remove the Update shall be its sole liability in respect of the mitigation of the adverse effect.
- 8.3 Eloquent may perform any Planned Maintenance that may limit the availability of the IT Equipment. Planned Maintenance will be scheduled to minimise disruption to the Client. The Client will be notified at least twenty four hours prior to such Planned Maintenance taking place:
- 8.3.1 If the Hours of Cover extend beyond the Working Day, Eloquent will, at its sole discretion carry out Planned Maintenance outside of the Working Day;
  - 8.3.2 If the Hours Of Cover do not extend beyond the Working Day the Planned Maintenance will be carried out during the Working Day; however the Client may request that such Planned Maintenance be carried out outside the Hours Of Cover and Eloquent shall use reasonable endeavours to accommodate such a request and shall charge for such work at the rate set out in the Tariff.
- 8.4 In the event that a hard disk on a component of the IT Equipment fails and the Client has indicated on the Order (1) that such component of the IT Equipment is critical and (2) that Eloquent should expedite the replacement of the failed disk:

- 8.4.1 Eloquent shall, without seeking further approval from the Client, purchase a replacement hard disk of similar quality, capacity and performance; and
  - 8.4.2 Eloquent shall as soon as practical, but without undue delay, notify the Client of the purchase; and
  - 8.4.3 The Client shall accept and pay Eloquent's invoice for the replacement hard disk under the terms of clause 9 of the General Terms and Conditions.
- 8.5 Eloquent will from time to time issue de-support notices against specific older versions of the installed Software products which form part of the IT Equipment. Eloquent will use reasonable endeavours to issue such notices at least ninety days prior to the notice taking effect. During this period, Eloquent will provide an upgrade path in consultation with the Client.
- 8.6 Eloquent may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.7 In the event that Eloquent carries out work in response to an Incident reported by the Client and Eloquent subsequently determines that such Incident either was not present or was caused by an act or omission of the Client, Eloquent shall be entitled to charge the Client at the rate set out in the Tariff.
- 8.8 The Client acknowledges that the installation of and reliance upon Anti-Virus and / or other security software does not of itself absolve the Client from its obligations under sub-clause 4.2.8. In the event of persistent breach of clause 4.2.8, Eloquent shall be entitled to:
- 8.8.1 Charge the Client at its prevailing rate for the removal of viruses, Trojan horses, ransom-ware or other malware;
  - 8.8.2 Terminate this Agreement.

## **9. TERMINATION**

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or at the end of any calendar month thereafter;
  - 9.1.2 By the Client by giving twenty one days' notice in writing in the event that Eloquent makes changes to the terms of this Agreement which are materially disadvantageous to the Client (for the avoidance of doubt, not including changes to Charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).

## **10. CHARGES AND PAYMENT**

- 10.1 Invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 Invoices for Services that are provided on a Pay As You Go basis will be invoiced in arrears at the end of the relevant period.
- 10.3 Eloquent shall commence charging for the IT Support Services from the Commencement Date, regardless of the date on which the Client commences use of the IT Support Services. In the event that the Commencement Date does not correspond with Eloquent's invoicing period as set out in the Order, Eloquent shall charge the Client at a pro-rata rate for the first invoicing period.

- 10.4 The Client acknowledges that the Charges for the Minimum Term are calculated by Eloquent in consideration inter alia of the setup costs to be incurred by Eloquent and the length of the Minimum Term offered.
- 10.5 If the Client adds End Users, Sites, equipment or Software to the IT Equipment during the term of this Agreement, the Client shall raise a supplementary Order to cover the additional equipment or software; and
- 10.6 The IT Support Services will be provided by Eloquent for use by the Client on a fair use basis. If, in the reasonable opinion of Eloquent, the Client's use of the Services is deemed excessive, Eloquent shall be entitled to charge the Client at the rates set out in the Tariff for the supply of such Services.
- 10.7 The Client agrees that the Client shall be liable for termination Charges in the event that this Agreement is terminated by:
- 10.7.1 The Client terminating this Agreement at convenience prior to the end of the Minimum Term, whereupon the Client shall be liable for:
- a) The fixed periodic Charges payable for the remainder of the Minimum Term; or
  - b) If the Client pays for the Service on a Pay As You Go basis, periodic Charges for the remainder of the Minimum Term, which shall be calculated by taking the average periodic charge since the beginning of the Minimum Term and multiplying by the number of remaining charging periods to the end of the Minimum Term.
- 10.7.2 The Client terminating this Agreement at convenience prior to the end of any Additional Term, whereupon the Client shall be liable for:
- a) The fixed periodic Charges payable for the remainder of the Additional Term; or
  - b) If the Client pays for the Service on a Pay As You Go basis, periodic Charges for the remainder of the Additional Term, which shall be calculated by taking the average periodic charge since the beginning of the Additional Term and multiplying by the number of remaining charging periods to the end of the Additional Term.
- 10.7.3 Eloquent terminating this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for:
- a) The fixed periodic Charges payable for the remainder of the Minimum Term; or
  - b) If the Client pays for the Service on a Pay As You Go basis, periodic Charges for the remainder of the Minimum Term, which shall be calculated by taking the average periodic charge since the beginning of the Minimum Term and multiplying by the number of remaining charging periods to the end of the Minimum Term.
- 10.7.4 Eloquent terminating this Agreement during an Additional Term by reason of the Client's un-remedied breach of this Agreement, whereupon the Client shall be liable for:
- a) The fixed periodic Charges payable for the remainder of the Additional Term; or
  - b) If the Client pays for the Service on a Pay As You Go basis, periodic Charges for the remainder of the Additional Term, which shall be calculated by taking the average periodic charge since the beginning of the Additional Term and multiplying by the number of remaining charging periods to the end of the Additional Term.
- 10.8 The Client shall not be liable for termination Charges in the event that this Agreement is terminated by:



- 10.8.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms;
- 10.8.2 Eloquent at any time in the event that it can no longer provide the Services or part thereof;
- 10.8.3 The Client by reason of Eloquent's un-remedied breach of the terms of this Agreement;
- 10.8.4 The Client in the event that Eloquent makes changes to the Services which materially adversely affect the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof;
- 10.8.5 The Client in the event that Eloquent makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

## **11. LIMITATIONS AND EXCLUSIONS**

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, Eloquent shall also be entitled to suspend the provision of Services, in whole or part, without notice due to Eloquent being required by Government, emergency services, regulatory body or other competent authority to suspend Services.
- 11.2 Whilst Eloquent's monitoring system is intended to proactively identify most system-related issues, Eloquent does not warrant and cannot guarantee that the monitoring system will identify all system-related issues.
- 11.3 Eloquent shall not be liable for any costs or damages arising from damage to, or theft of disaster recovery data that is transmitted to the Data Centre.

## **Service Schedule**

The following Service Schedule sets out all of the Services that may be provided by Eloquent under the terms of this Agreement. The actual Services to be provided under the terms of this Agreement are listed on the Order.

### **1. Service Description Overview**

The IT Support Services comprise a set of services which relate to the Client's Site-based IT Equipment and shall be delivered by Eloquent under the SLA as set out herein. The Services are described in paragraphs 2 to 13 below:

### **2. Unlimited Remote Support**

Subject to fair usage, there are no restrictions on the number of Support Calls or Service Requests that the Client can place with Eloquent. Remote Support includes:

- 2.1 Provision of help and guidance in the use of the IT Equipment;
- 2.2 Management of the prompt resolution of Incidents within the IT Equipment identified by the Client.
- 2.3 Remote access to facilitate Incident resolution if possible and appropriate.
- 2.4 Escalation management if required in the event of protracted Incident resolution.

### **3. Proactive Server and Networked Device Monitoring**

- 3.1 Eloquent will install its Probes on critical servers within the IT Equipment to enable pro-active monitoring of the IT Equipment and the Client's applications running thereupon. The Probes will monitor key aspects of system performance and will alert Eloquent to any detected malfunctions or potential malfunctions ('Alerts'). The Probes will monitor system performance 24/7. Eloquent shall monitor the Alerts during the Hours of Cover and shall respond in a manner that is appropriate to the severity of the Alert, whilst aiming to minimise disruption to the availability of the IT Equipment. Performance monitoring shall be restricted to components of the IT Equipment such as servers and networked devices which support SNMP, ICMP packets, WINS or similar protocols.

Key aspects of system performance include:

- 3.1.1 The availability of the various components of the IT Equipment
- 3.1.2 The performance of the various components of the IT Equipment
- 3.1.3 The capacity of the various components of the IT Equipment

### **4. Managed Wireless LAN Services**

- 4.1 To ensure the secure, optimum-performance operation of the Client's Wireless LAN, Eloquent provides the following services:
  - 4.1.1 Remote monitoring of Wireless LAN performance;
  - 4.1.2 Security Updates;
  - 4.1.3 Guest access control;
  - 4.1.4 Reconfiguration as deemed necessary to ensure secure, optimum performance.

## **5. Reporting**

Eloquent will on request and subject to fair usage provide comprehensive reports, which detail the Support Calls logged in the period, including number of Support Calls, Response and Resolution times.

## **6. Third Party Supplier Liaison**

Eloquent will liaise with the Client's third party IT service suppliers including providers of software, hardware and telecoms services to ensure that the IT Support Service delivered to the Client is as seamless as possible. This service is provided subject to the limitations set out in sub-clause 5.10 of the General Terms and Conditions.

## **7. User Administration**

Eloquent will ensure that server-based End User accounts are at all times properly managed and in response to Service Requests made by the Client, Eloquent shall set up, change and delete End User accounts.

## **8. Site Documentation**

8.1 Following the commencement of this Agreement, Eloquent will establish the following information:

8.1.1 A detailed specification of servers including roles.

8.1.2 A full inventory of all hardware and software.

8.1.3 A full inventory of third party software, vendor names and contact details.

8.1.4 Diagrams illustrating the network layout.

8.1.5 Identify any significant gaps in current best practices that are apparent in the Client's network and security architecture.

8.1.6 Authorised contact list which lists to whom Confidential Information may be provided.

## **9. Business Technology Review**

Eloquent will provide regular infrastructure / technology and account management reviews by telephone, which will be conducted by a business technology adviser. The business technology adviser will assist with the road-mapping of the Client's IT strategy and also provide day to day account management and response to non-technical enquiries.

## **10. Backup and Disaster Recovery**

Eloquent's Backups and Disaster Recovery Service comprises four services, backups, disaster recovery, recovery and workplace recovery:

10.1 The Backup Service provides the following services:

10.1.1 The creation of images of Windows based servers, which are stored on local servers, Storage Area Network ("SAN") or Network Attached Storage ("NAS") devices at the Client premises;

10.1.2 Incremental backup images are created on local servers, SAN or NAS devices at configurable time periods (restore-points).

- 10.2 The Disaster Recovery Service provides the following services:
  - 10.2.1 Upload of the shadow images / restore-points that have been created by the Backup Service, via the Public Internet to a remote Data Centre, at configurable intervals (typically nightly);
  - 10.2.2 Typically three days' daily restore-points are kept at the remote Date Centre;
  - 10.2.3 A number of "test" recovery invocations each month;
  - 10.2.4 A number of "live" recovery invocations each month;
  - 10.2.5 Image seeding. If the initial server image is too large to reasonably upload over the Public Internet, due to bandwidth limitations, the image can be copied to a USB HDD and sent to the Data Centre;
  - 10.2.6 The number of test recovery invocations, live recovery invocations, image seeds and number of retained daily restore points that are included in the Disaster Recovery are set out in the Order. Charges will apply, as set out in the Tariff, if the numbers set out in the Order are exceeded;
- 10.3 Recovery tasks are fully managed by Eloquent. The Client can request restoration of any of the following:
  - 10.3.1 File restore - to the original location as an overwrite or to a different location;
  - 10.3.2 Server or virtual server restore - as a complete overwrite of that server / virtual Server or alongside the existing virtual server;
  - 10.3.3 Database restores to the original location as an overwrite or to a different location;
  - 10.3.4 Data restores are only initiated when requested by authorised Client personnel.
- 10.4 Eloquent shall provide a Workplace Recovery Service, which includes desks and workstations with access to a disaster-recovery environment that is pre-loaded with the agreed restore-point. The number work-places is set out in the Order.

## **11. Hardware Warranty Management**

- 11.1 Eloquent will procure warranty and / or extended warranty as appropriate for the hardware components of the IT Equipment that have been supplied by Eloquent.
- 11.2 In the event of failure of a hardware component, Eloquent shall liaise with the hardware component supplier and manage the replacement of the hardware component, under the terms of the warranty provided by the supplier.
- 11.3 Eloquent cannot provide any greater warranty than that offered by the hardware component supplier.

## **12. Patch Management**

- 12.1 Eloquent is responsible for the management and implementation of patches and maintenance releases which are applicable to the Software and occasionally made available by the Client's Software suppliers. Patches and maintenance releases shall be applied in accordance with the terms of clause 8.5 of this Agreement and according to vendor recommendations. Non-critical Updates shall be applied during Planned Maintenance and if necessary, the application of critical Updates will be deemed to be Emergency Maintenance.
- 12.2 Eloquent shall verify the successful installation of patches.
- 12.3 Except for patches that are deemed by their suppliers to be critical, Eloquent's policy is to only deploy patches that have been on general release for more than one calendar month.

### **13. Helpdesk Service**

- 13.1 Eloquent's Helpdesk Service provides support and assistance in the use of the IT Equipment, including the following:
  - 13.1.1 Provision of help and guidance in the use and configuration of the IT Equipment;
  - 13.1.2 Management of the prompt resolution of Incidents arising within the IT Equipment which are identified by Eloquent's monitoring system;
  - 13.1.3 Management of the prompt resolution of Incidents arising within the IT Equipment which are raised by the Client;
  - 13.1.4 Escalation management if required in the event of protracted Incident resolution;
  - 13.1.5 Management of Incidents that are attributable to third parties;
  - 13.1.6 Management of Service Requests for Configuration changes and information;

### **14. Hours of Cover, Contact Details, and Incident Management**

- 14.1 The Helpdesk Service is available Monday to Friday 08:00 to 18:00, excluding bank and public holidays or 24/7/365 as defined in the Order.
- 14.2 The Client shall make requests for assistance by one of the following methods:
  - 14.2.1 Via Eloquent's web support portal: TBC
  - 14.2.2 By Email to Eloquent's help desk: support@eloquent-technologies.com;
  - 14.2.3 By Telephone to Eloquent's help desk: 0333 2000 991
- 14.3 Eloquent shall aim to perform initial triage on the Client's request for assistance within one hour of the Client raising an Incident report, evaluating and assigning the priority based on our standard criteria as detailed in the Impact and Urgency table below

		Urgency		
Description		Whole company is affected	Departments or large group of users are affected	One user or a small group of users is affected
Impact	All Business Functions Affected	Priority 1	Priority 2	Priority 2
	Critical Business Functions affected	Priority 2	Priority 2	Priority 3
	Non Critical Business Functions	Priority 3	Priority 3	Priority 4
Change Request (New User Request, Request for Information, etc)		Priority 3	Priority 4	Priority 4

The priority status of your request will then define the standard response times that can be expected, as per the below table:

		Target Assignment	Target Response	Target Resolution*	Agent Update KPI
		Goal = 95%	Goal = 95%	Goal = 85%	Goal = 90%
Priority	Priority 1	15 mins	30 mins	4 hours	Hourly
	Priority 2	15 mins	1 hour	8 hours	Hourly
	Priority 3	1 Hour	4 hours	2 Working days (16 Business hours)	Every 8 hours
	Priority 4	1 Hour	8 hours	3 Working Days (24 Business hours)	Every 8 hours
	Change Request	4 Hours	8 hours	3 Working Days (24 Business hours)	Every 8 hours

- All times shown are taken from initial receipt of the request within our systems
- Times shown are maximum response times and every effort is made to provide a response quicker than that stated.
- Target ASSIGNMENT is defined as the time between a request being raised by the Customer and a member of our Operations Team being assigned to investigate
- Target RESPONSE is defined as the time between a request being raised by the Customer and a member of our Operations Team getting in contact for further information and to progress the necessary actions for resolution

- Target RESOLUTION is an estimated fix time that cannot be guaranteed. Please note; this does not include time spent waiting for response by the Customer and/or 3rd parties. \*Please also note; certain services are subject to individual target resolution times as detailed in the applicable Service Schedule.

14.4 The priority status of your request will be continually evaluated by our Support Team

## 15. Escalation Handling and Complaints

- 15.1 If you are dissatisfied with the progress of any request, you may escalate to **Level 1** from the 'time since incident logged' as per the table and contact details below.
- 15.2 If your complaint remains unresolved, you should escalate to **Level 2** in the escalation path. This is recommended to be either by telephone or email using the details provided

		Level 1			Level 2		
		Time Since Incident Logged	Contact Role	Contact Details	Time Since Incident Logged	Contact Role	Contact Details
Priority	Priority 1	5 Hours	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	6 Hours	Managing Director	david.ford@eloquent-technologies.com 07766 900244
	Priority 2	9 Hours	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	10 Hours	Managing Director	david.ford@eloquent-technologies.com 07766 900244
	Priority 3	2 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	3 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627
	Priority 4	4 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	5 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627
	Change Request	4 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	5 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627

15.3 Formal complaints should be made in writing to [directors@eloquent-technologies.com](mailto:directors@eloquent-technologies.com) and will be responded to within to two Working Days

## 16. Software Licensing

- 16.1 Eloquent is responsible for the supply, licensing and installation of Probes and remote access software installed on the applicable components of the IT Equipment.
- 16.2 The Client is responsible for the licensing of any and all the Client-owned software that comprises the IT Equipment or is deployed on any third party cloud-based platform(s),

## 17. Additional Services

Paragraphs 19 to 22 below describe additional Services are not included in the IT Support Services but may be purchased by the Client in addition to the IT Support Services listed above, and will be delivered subject to the terms of this Agreement.

**18. Onsite support**

Eloquent will make an unlimited number of visits Eloquent will make to the Client's Site(s) if it is not possible to resolve an Incident remotely, subject to fair usage.

**19. Restricted 24/7 Support**

Eloquent will provide a remote escalation support service for Priority 1 and 2 Incidents on a 24 hours per day, 365 days per year basis

**20. Endpoint Security Service**

20.1 Eloquent will install and configure industry-recognised anti-virus, anti mal-ware and anti-spam software on the each applicable component of the IT Equipment provided that the Client has purchased sufficient licences.

20.2 In the event that the Client accidentally introduces a virus, ransom-ware, Trojan horse or other malware into the IT Equipment, Eloquent shall remove such virus, ransom-ware, Trojan horse or other malware and restore data from backups where possible. This undertaking is however subject to the provisions of clause 8.8 of this Supplement, and the Client acknowledges that if in the reasonable opinion of Eloquent, clause 4.2.8 of this Agreement is repeatedly breached by the Client, Eloquent shall be entitled to act in accordance with the provisions of clause 8.8, which includes charging the Client for the removal of such virus, ransom-ware, Trojan horse or other malware and restoring data, and in extreme cases, terminating this Agreement.

**21. Client Software Licensing**

Eloquent will procure and manage software licences on behalf of the Client.