

## Service Level Agreement

This Service Level Agreement applies to the Services as defined in the Vuzion UK Reseller Agreement.

### 1. Definitions

“Billing Period”	One calendar month commencing on the date of billing.
“Core Hours of Service”	Monday to Friday 08:00–18:00 UK local time (excluding UK Public Holidays). All severity code incidents will be responded to;
“Customer”	The customer of the Reseller and the end user of the Services;
“Emergency Maintenance”	Scheduled Maintenance tasks which in the reasonable opinion of Vuzion need to be performed sooner than the normal 48 hour notice period would allow;
“Non-Core Hours of Service”	All hours outside of Core Hours of Service. Severity 1 incidents only will be responded to. These must be logged by telephone. All other Severity code incidents will be logged and responded to during the next period of Core Hours of Service;
“Reseller Administrators”	Up to five nominated individuals per Reseller who may contact the Service Desk;
“Scheduled Maintenance”	Tasks which need to be performed for the ongoing security, stability and reliability of the Services as defined in Clause 6 below;
“Service Credit Period”	The timeframes defined in each Service Description used for calculating Service Credits;

#### Vuzion UK Limited

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Company Registration no: 10964910; VAT no: 343383796

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[www.vuzion.cloud](http://www.vuzion.cloud)

[partners@vuzion.cloud](mailto:partners@vuzion.cloud)

“Service Desk”	The team of support staff from Vuzion, who shall provide support services through the following means:  By Control Panel (Recommended)  By Email: <a href="mailto:support@vuzion.cloud">support@vuzion.cloud</a>  By Telephone: 0345 2493 303 (Option 1)
“Service Status Page”	The online information portal available at <a href="http://www.service-status.info">http://www.service-status.info</a> which provides updates on all Severity 1 incidents;
“Severity Code”	The classification system for all incidents raised with the Service Desk as fully defined in Clause 4 below;
“SLA Report Period”	A full calendar month starting on the 1st of each month

## 2. Service Desk

- i. The Service Desk provides a single point of contact for Resellers and is available for the purpose of the reporting of incidents and the handling of enquiries from the Reseller Administrators, or other personnel as expressly authorised by the Reseller and notified to Vuzion.
- ii. During Core Hours, all Severity Code incidents will be responded to.
- iii. During Non-Core Hours, Severity 1 incidents only should be logged by telephoning 0345 249 3303.
  - a. Incidents or enquiries that are designated as Severity 2 or below shall be logged, but the resolution shall not commence until the next period of Core Hours of Service. Severity 2 or below incidents should be logged by emailing [support@vuzion.cloud](mailto:support@vuzion.cloud).
- iv. Where the Service Desk identifies that a specific query relates to the use of an associated product rather than the Services, the Service Desk reserves the right to refer the Reseller Administrators to the appropriate website that details relevant technical or training information.

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### 3. Notification of Incidents

- i. The Reseller shall provide full details of their own investigation and technical support activities with respect to the 1<sup>st</sup> Line Support of their Customer when raising a new notification to Vuzion.
- ii. On receipt of a notification of a fault with the Services or a request for assistance, an initial assessment shall be undertaken by Vuzion based upon the information provided by the Reseller Administrators. Vuzion will provide the Reseller with an incident reference, and a Severity Code discussed and promptly agreed between Vuzion and the Reseller.
- iii. Vuzion shall provide the Reseller with progress updates promptly upon:
  - a. the resolution of the incident;
  - b. any change of resolution target time, which can only occur with the written agreement of the Reseller;
  - c. or as otherwise agreed for Severity 1 incidents;
- iv. It is the responsibility of the Reseller to keep up to date the contact details of the nominated Resellers Administrators.
- v. Up to date information on all Severity 1 incidents will be available on the Service Status Page.

### 4. Severity Code and Response Times

- i. Vuzion shall acknowledge via email to the designated Reseller Administrators the receipt of all calls or emails to the Service Desk and include an incident reference.
- ii. Target response times are as given below:

Severity code	Business impact	Target response time	Target resolution time
1	<ul style="list-style-type: none"> <li>• An unplanned incident causing loss of service to multiple customers or multiple users within a single customer</li> </ul>	1 hour	2 hrs
2	<ul style="list-style-type: none"> <li>• Individual User unable to work</li> <li>• Reduced functionality causing severe disruption to the completion of business critical tasks for a Reseller Customer</li> </ul>	2 hours	4 hrs
3	<ul style="list-style-type: none"> <li>• User experiencing a problem</li> <li>• Reduced functionality causing some disruption to the completion of business critical tasks for a Reseller Customer</li> </ul>	4 hours	8 hrs

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4	<ul style="list-style-type: none"> <li>• Non-urgent query or request</li> <li>• Reduced functionality resulting in minimal impact to Users of a Reseller Customer</li> </ul>	1 day	5 days
IMAC	<ul style="list-style-type: none"> <li>• Chargeable service request for Installations, Moves, Additions and Changes</li> </ul>	2 days	As agreed with user

## 5. Service Availability and Service Level Guarantee

- i. Vuzion shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Reseller. There may be occasions when Services are disrupted through an error or act of the Reseller or another third party or, circumstances outside the reasonable control of Vuzion (“Service Disruption”).
- ii. Service Disruption may include, but not exclusively the following:
  - a. Force Majeure event;
  - b. a suspension of the Services as agreed in writing between both parties;
  - c. a fault on the Reseller or Reseller Customers network or own equipment configuration which is not due to the default or negligence of Vuzion or its subcontractors;
  - d. a fault that is a result of the Reseller not complying with Vuzion’s security policies;
  - e. a fault that is a result of terrorism or act of war;
  - f. Vuzion waiting for information from the Reseller, or the Reseller Customer which is necessary in order to perform the Services;
  - g. Scheduled Maintenance or Emergency Maintenance;
  - h. faults or omissions of the Internet;
  - i. faults or omissions in equipment, wiring, cabling, software or other services which are not maintained by Vuzion or its subcontractors;
  - j. faults proven to be caused by a virus introduced negligently or otherwise by the Reseller onto its equipment, or its Reseller Customer due to any or all of the following:
    - i. any Reseller or Reseller Customer employee failing to abide by the Reseller or Reseller Customer virus protection policy; or
    - ii. Resellers or Reseller Customers failure to introduce virus scanning in accordance with Vuzion’s reasonable recommendation, and where such virus scanning is not unduly expensive or cannot be easily implemented into Resellers or Reseller Customers IT environment; and
    - iii. any material breach of this Agreement by the Reseller which impacts on the availability of the Services.
- iii. In the event of unavailability of Services to the Reseller or the Customer, other than in the case of Service Disruption, the terms of the specific Service Description may provide for Service Credits. Please refer to the Service Description of the Services for further details.

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## 6. Scheduled Maintenance

- i. Vuzion shall use all reasonable endeavours to ensure that the Services are available 24 hours per day, 7 days a week, 365/366 days per year.
- ii. Scheduled Maintenance shall be required at regular intervals (and is excluded from Service Availability). Vuzion shall use reasonable endeavours to:
  - a. carry out Scheduled Maintenance at weekends and where that is not possible, then to carry out Scheduled Maintenance outside of the Core Hours of Service;
  - b. ensure that Scheduled Maintenance causes the minimum possible disruption to the Resellers use of the Services; and
  - c. shall be completed as quickly as is reasonably practicable.
- iii. Scheduled Maintenance may include, but is not limited to, the following
  - a. Server and network maintenance;
  - b. Software upgrades (Operating System and Application Software);
  - c. Software Version upgrades;
  - d. Hardware upgrades;
  - e. Bug fixes; and
  - f. Security fixes.
- iv. Reseller Administrators shall be notified by Vuzion of Scheduled Maintenance by email at least forty-eight (48) hours prior to each period of Scheduled Maintenance save when in the reasonable opinion of Vuzion Emergency Maintenance is required in which case, where the Reseller shall be given notice by Vuzion at the earliest practical opportunity.
- v. It is the responsibility of the Reseller Administrators to notify the Customer of Scheduled Maintenance.

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