

ASSET RENTALS plc

Service Level Agreement

DEFINITIONS:	Customer:	Asset Rentals plc
	Supplier:	Supplier One Ltd
	Commencement Date:	1 June 2001
	Duration of Agreement:	1 year from Commencement Date unless terminated earlier.
	Site Address:	Newtown Business Park, North Caledon, Scotland, CN1 1AB
	Incident:	Any failure, malfunction or abnormal performance of information technology reported by the Customer to the Supplier.
	Response Time:	The time interval between the first intimation by the Customer of an Incident and the arrival of the Supplier at the Site Address.
Resolution Time:	The time interval between the Supplier's first starting to resolve the Incident, whether remotely or the Site Address, and the final resolution.	
SCOPE:	The information technology covered by this agreement shall comprise: <ol style="list-style-type: none">1. All of the computer server equipment located in the Customer's Site Address except for (a) any equipment or operating software supplied by <i>Supplier 2</i> and (b) any equipment or operating software supplied by <i>Supplier 3</i>,2. All of the Customer's personal and laptop computers,3. All of the Customer's hand-held data storage and processing devices,4. All of the Customer's scanning and other peripheral equipment.5. All of the operating and networking software required to interconnect or activate the above equipment.6. All applications operating on the Customer's personal and laptop computers.	





RANGE OF SERVICES:

- 1) The Supplier shall be responsible for the provision of:
 - a) A help desk service to record and manage all help requests made by the Customer,
 - b) Initial off-site diagnosis of faults reported by the Customer's staff,
 - c) On-site engineering support when the fault cannot be resolved over the telephone immediately,
 - d) Temporary on-site staffing cover for the Customer's IT manager during periods of training, holidays or sickness.

SERVICE AVAILABILITY:

- The Supplier shall provide the above services as follows:
- 1) Monday to Friday – from 8:00 am to 5:30 pm (Customer's local time)
 - 2) All public holidays, except Christmas Day, Boxing Day and New Year's day and January 2nd shall be covered as above

RESPONSE TIMES:

The Supplier shall use reasonable endeavours to meet the following times for Incident resolution:

Problem Class	Priority	Response Time
Where any server has become inoperable preventing users to operate essential, server-based applications	1	An engineer will attend on-site within 2 hours and a hardware resolution will be completed within a further 4 hours
Where any networking services (e.g. electronic mail) have become inoperable)	2	1. Telephone-based, off-site diagnosis and resolution. The Customer will receive a call back within 30 minutes from when they have logged the Incident with the Supplier's help desk.



		<p>2. If the fault cannot be rectified remotely within 60 minutes from when the customer logged the Incident with the Supplier's help desk, an engineer will attend within 4 hours and a resolution will be targeted to be in place within a further within 4 hours of the engineer's first arrival on-site.</p>
<p>Where any desktop or laptop application becomes inoperable preventing users from operating essential applications</p>	<p>3</p>	<p>1. Telephone-based, off-site diagnosis and resolution. The customer will receive a call back within 30 minutes from when they have logged the Incident with the Supplier's help desk.</p> <p>2. If the fault cannot be rectified remotely within 60 minutes from when the customer logged the Incident with the Supplier's help desk, an engineer will attend within 4 hours and a resolution will be targeted to be in place within a further within 12 hours of the engineer's first arrival on-site.</p>
<p>Any other failure of hardware, configuration of operating systems or windows applications</p>	<p>4</p>	<p>An engineer will attend on-site within 8 hours and a resolution will be targeted to be in place within a further 24 hours of the engineer's first arrival on-site.</p>

INCIDENT ESCALATION:

Whenever the Supplier has failed to diagnose the fault within 50% of the Resolution Time, the on-site staff shall refer the fault to a senior engineering manager for the immediate allocation of additional engineering staff to the Site Address.

Thereafter, the Supplier shall continue to allocate additional engineering staff to the Site Address until the Incident has been diagnosed and a rectification plan agreed with the Customer.

**RECORD
KEEPING:**

The Supplier shall maintain a record of all Incidents reported by the Customer. The record will include details of:

- Date and time of first report of Incident
- Name of Customer's representative reporting the Incident
- Description of reported Incident
- Item of equipment or software affected
- Name of Supplier's representative assigned to the Incident
- Time of arrival if on-site visit required,
- Final diagnosis of Incident
- Description of rectification
- Details of any replacement or additional equipment or software components required
- Date and time of final rectification

The Customer shall maintain a record of all Incidents reported to the Supplier. The record will include details of:

- Date and time of first report of Incident
- Name of Customer's representative reporting the Incident
- Description of reported Incident
- Item of equipment or software affected
- Time of arrival if on-site visit required,
- Date and time of final rectification
- Assessment of Customer's satisfaction of the Suppliers' performance



**PERFORMANCE
REVIEW:**

Representatives of the Customer and Supplier shall meet four times within the Duration of the Agreement for the purposes of reviewing:

1. The performance of the Supplier
2. The efficiency, effectiveness and convenience of the operating procedures involved for both the Customer and Supplier
3. the Customer's satisfaction of the Supplier
4. The costs incurred by both the Customer and Supplier
5. The Supplier's assessment of the Customer's management and monitoring of Incidents
6. The Supplier's satisfaction of the Customer
7. The state of the information technology included in the Scope of this agreement in terms of –
 - a. Its efficiency
 - b. Its appropriateness for the Customer's future business objectives
 - c. Its technical capability in comparison to current industry norms
 - d. The appropriateness of the standard configuration combinations used in all desktop and portable computer equipment
8. Any other relevant issues

For the purposes of assessing performance, the meetings will consider:

1. The number of incidents resolved within the Resolution Time
2. The knowledge and competence of the Supplier's staff involved in recording and rectifying incidents
3. The extent of engineering spares carried by the Supplier's representatives when arriving on-site
4. The speed of response and resolution of each incident

**OBLIGATIONS
ON THE
SUPPLIER:**

1. The Supplier shall maintain such engineering spare parts as will ensure that all incidents can be resolved within the Resolution Times described above
2. The Supplier shall ensure that all its engineering representatives are fully qualified and experienced in all the equipment and software included in the Scope of this agreement
3. The Customer shall be entitled to inspect, and receive copies on request of, the Supplier's Incident records
4. The Supplier shall use reasonable endeavours at all times to resolve Incidents within the Resolution Times.



**OBLIGATIONS
ON THE
CUSTOMER:**

1. The Customer shall be responsible for ensuring that the Supplier is kept informed of any changes, additions or disposals of equipment or software included in the Scope of this agreement. Any such changes, additions or disposals shall entitle the Supplier, with the agreement of the Customer, to amend the costs of the services provided under this Agreement.
2. The Customer shall appoint a designated employee and a deputy, whose names shall be given to the Supplier, with the sole authority to report Incidents to the Supplier.
3. The Customer shall not unreasonably prevent or restrict the Supplier from access to the equipment or software for the purposes of resolving an Incident during normal office hours. Any access outwith office hours should be arranged between the Supplier and the Customer's designated employee(s).
4. The Customer shall use reasonable endeavours to maintain consistent configurations of all desktop and portable computer equipment and related software. To this end, the Customer and Supplier shall agree in writing on the required configuration combinations.

**TERMINATION
OF
AGREEMENT:**

Either party shall be entitled to terminate this agreement if:

1. Either party commits a material breach of this agreement
2. If the Customer petitions for bankruptcy or is adjudicated bankrupt or if an administrator or receiver is appointed over the Customer's business or has presented or presents a petition for winding up or enters into liquidation (except for the purposes of amalgamation or reconstruction) or makes an assignment for the benefit of creditors or if the Customer defaults in payment for any sum due to the Supplier or otherwise fails to fulfil its obligations hereunder then the Supplier shall have the right to terminate this Agreement forthwith without prejudice to any other remedies the Supplier may have.



3. If the Supplier petitions for bankruptcy or is adjudicated bankrupt or if an administrator or receiver is appointed over the Supplier's business or has presented or presents a petition for winding up or enters into liquidation (except for the purposes of amalgamation or reconstruction) or makes an assignment for the benefit of creditors or if the Supplier defaults in payment for any sum due to the Customer or otherwise fails to fulfil its obligations hereunder then the Customer shall have the right to terminate this Agreement forthwith without prejudice to any other remedies the Customer may have.
4. Either party issues written notice of termination 30 days prior to the end of any calendar month.



Pricing and service provision.

- 1 The service shall comprise of the following elements:
 - (a) Hardware maintenance on servers and printers listed and agreed. This is used for items where a guaranteed fix is required.
 - (b) Hardware maintenance on any other asset. This gives a guaranteed fixed price repair. At the time of writing the Customer has a balance of 8 units, which can be applied to this Agreement.
 - (c) Software support on site.
 - (d) Software support by telephone. This service is where Supplier One expect to receive calls from end-users for up to two months and calls from IT staff at SPS for 12 months. This arrangement is stated as a guideline to set expectations for pricing.
- 2 Engineering units. Each unit equates to 2 hours engineering time on site.
- 3 The Customer may carry unused units into the following year's contract. They may also, by negotiation with the Supplier, convert service units from one service to another.
- 4 Any unused units at the termination of the Agreement will, at the Customer's request, be refunded.
- 5 The prices for the provision of the services described in this Agreement, are set out in the Pricing Schedule attached to this Agreement
- 6 Any additional engineering units will be supplied at the same prices as set out in the Pricing Schedule attached to this Agreement.