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1 Service Level Requirements

Two types of Services are presented in this Schedule - Direct Services and Common Services.

- Direct Services are those services required by CUSTOMER Z in the operation of its business that are provided by VENDOR X.
- Common Services are the processes that need to be in place to support the Direct Services, and those in which VENDOR X and CUSTOMER Z are required to interact. These include Services such as support desk, problem management, change management, installation and other management services.

The Service Levels defined in this document relate directly to each Service provided by VENDOR X to the CUSTOMER Z end user. Each of these is defined in terms of *availability*, *Serviceability (time lost per failure/outage)*, *reliability (failures/outages per period)* and *response time*¹.

For the purposes of these service levels, serviceability and reliability are defined as a desired target for VENDOR X and are not included as measures that will be applied to any agreed Service Credit arrangements. For each Service, a number of performance indicators have also been identified which should be monitored by VENDOR X for trends. These measures are to be reported to CUSTOMER Z as an indication of trend and should be represented accordingly. If a Service trend is indicating a decline in the Service could result in the near future, CUSTOMER Z expects VENDOR X to include in the report actions proposed to reverse the adverse trend. These indicators will allow CUSTOMER Z to view details of components of the Service provided but are not associated with any Service Credit system.

For example, there may be a Service Level around the local applications servers (which for VENDOR X to meet this Service Level assumes all relevant production servers, included infrastructure servers are available). The Service Level corresponds to the user being able to access their required business systems and Service Credits will be associated with the level of Service provided in relation to this. Performance indicators will allow VENDOR X to report to CUSTOMER Z trends and are determined from a more 'technical' viewpoint. For business system access this could be to monitor e-mail Service over the period (through components such as gateway availability) or monitor network availability (through components such as bandwidth utilization or router health). These should be reported on demand by CUSTOMER Z but will not directly form the basis of any Service Credit.

The documented Service Metrics also define the *measurement period*, the *responsibility for measurement* and the *reporting frequency*. CUSTOMER Z and VENDOR X shall meet regularly at Service Review Meetings. These meetings enable VENDOR X and CUSTOMER Z to discuss the provision of Services over the previous period and make any adjustments or take actions as required. These meetings may be held on a weekly, monthly or even daily basis dependent on whether there are issues to be discussed that may require regular meetings between the two parties. At these meetings, reliability and serviceability will also be covered and recorded.

¹ Please refer to Definitions in Part A and Part B of this schedule.

CUSTOMER Z would expect that technical improvements would result in Service Level benchmarks improving over time. It will be required therefore that the Service Levels defined in this document be reviewed on a regular basis in a view to gaining higher levels of Service.

When a system with known significant bugs/errors is put into production by CUSTOMER Z, and CUSTOMER Z knowingly signs off on release of this system, it may be agreed that this system is labeled as a 'critical care system'. Agreed service levels do not apply to critical care systems until the release has been overwritten by a new version that does not contain the significant bugs/errors, at which time standard Service Levels will apply.

1.1.1.1 Service Level Monitoring

VENDOR X will measure and report performance against Service Levels. At time of identification, VENDOR X will diagnose and remedy any Service deficiencies affecting achievement of the Service Levels, and will continuously improve Service over time.

In the event VENDOR X fails to meet Service Levels (whether due to the fault of VENDOR X or otherwise), VENDOR X will promptly investigate the cause of such failure and, if necessary, make written recommendations to CUSTOMER Z for procedures to minimize the future occurrence of such failures. VENDOR X will report exceptional situations when they occur in accordance with operational procedures.

VENDOR X is expected to exceed the base Service Levels set out in this Service Level Requirements. Should a Service Level not be met, unless VENDOR X demonstrated proactive initiatives to allay any adverse trend as shown by the performance indicators, then a Service Credit may apply (as outlined in the Service Credits model at schedule 2).

VENDOR X will be responsible for performing quality assurance on their Service Level performance and for reporting quality assurance audit results to CUSTOMER Z on a half-yearly basis.

1.1.1.2 Service Level and Performance Indicator Reporting

VENDOR X will develop and document reporting practices and procedures in accordance with CUSTOMER Z' policies and definitions.

Mandatory reporting will be required on a regular basis as per the frequency detailed in each Service Level.

Performance indicators are outlined within each of the Service Levels detailed in this schedule . .

1.2 Modifications to Service Levels

The parties may, from time to time, negotiate amendments, modifications and revisions to the Service Levels, then amend the Service Levels in this document in accordance with the change management procedures.