brightstarr

BrightStarr Group Ltd
Unily – Support Services SLA

DEFINITIONS:
 "Acknowledged" means an acknowledgement of the Receipt either by phone or email;

"Additional Services" means those services provided pursuant to clause 4.2 and 4.5 but excluding Major Upgrades;

 "Commissioner" means the individual representative(s) nominated by the Client initiating the support request, as named in Schedule 3;

 "Fault" means a failure by or degradation of a part of the Software and in particular but without prejudice to the generality of the foregoing, a failure to provide the facilities and functions set out in the relevant Specification of the Software;

 "Logs" means the Records created, maintained and updated by BrightStarr and available to the Client as set out in Schedule 5;

"Major Upgrade" means an upgrade or development suggested by the Client but at BrightStarr's sole discretion is deemed to be outside the scope of this Agreement by virtue of the size and cost of implementation of the project;

"Party" means each of the persons identified as parties to this Agreement and jointly "the Parties";

"Receipt" means the receipt by BrightStarr of a message via phone or email from a Commissioner regarding a Fault;

"Response" means a result in one of the following:
•   A fix to a Fault or completion of a service request;
•   A recommendation to implement a temporary workaround;
•   A request for further information regarding the problem or further investigative procedures to be carried out by a Commissioner;
•   A Progress Report provided by BrightStarr to the Client outlining details of support time spent on open Faults.

"Services" means the Software Support Services and the Additional Services;

"Service Levels" means the required level of service set out in Schedule 2 ;

"Service Package" means the different levels of Service provided by BrightStarr as set out in Schedule 4;

"SharePoint" means Microsoft SharePoint software;

"Software Documentation" means such operating manuals, user instructions, technical literature and other relevant materials prepared by BrightStarr and provided to the Client for aiding the Client in the use and application of the Software;

"Software Support Services" means such services as are provided by BrightStarr in respect of the Software pursuant to clause 3;

 "Website" means the site defined by the client to run Unily.

The expression "normal working hours" shall where used in this Agreement mean 8.00am to 6.00pm GMT inclusive Monday to Friday (excluding public holidays in England

and Wales) and the expression "working day" shall where used in this Agreement mean a day on which the banks are open for business in the City of London.

References in this Agreement to BrightStarr's "personnel" shall be construed as references to all such employees, officers, agents and sub-contractors of BrightStarr as are engaged in the performance of any of the Services.

References in this Agreement to clauses and Schedules are, unless otherwise stated, references to the clauses of and Schedules to this Agreement.

PROVISION OF SERVICES

BrightStarr agrees to provide the Services to the Client until the expiry of the contract

SOFTWARE SUPPORT SERVICES

BrightStarr undertakes to provide the Client with Software Support Services remotely in respect of the Software.

Funding for Major Upgrades will be provided by the Client and treated as a project outside the scope of this Agreement. Any upgrades requested by the Client as a result of new releases by Microsoft of SharePoint, or due to legal or regulatory requirements, are outside the scope of this Agreement and will be charged separately to the Client.

Any amendments to Software Support Services must be agreed between the parties in writing.

The Software Support Services can be contacted by telephone on 01483 239240 or by email on support@brightstarr.com.
The Software Support Services shall comprise the following:

Advisory and remote access
(a)   BrightStarr shall provide the Client during normal working hours (8am to 6pm) Monday to Friday but excluding UK Bank and Public Holidays with technical advice, consultancy and systems analysis in relation to the Software by telephone or e-mail to enable the Client to:
(i)   obtain the best possible use of the Software; and
(ii)   resolve any difficulties it may have as to the use and/or operation of the Software.
(b)   BrightStarr shall provide diagnostic assistance to the Client by telephone or e-mail to diagnose and correct Faults remotely.
(c)   IT support calls will be logged, closed and monitored via a support system.

Fault Correction
(a)   All Faults are to be reported by a Commissioner to BrightStarr by email or telephone.
(b)   All communication reporting a Fault by a Commissioner will be recorded by BrightStarr in the IT Service Desk and given a unique number for audit and tracking purposes (see Schedule 5). The unique tracking number for each call logged will be emailed to a Commissioner within 1 hour of entry on the database.
(c)   All Faults will be assigned a category level depending on the level of criticality (see Schedule 4) at point of notification of the Fault by a Commissioner. The default category level is low level of criticality, unless a Commissioner states otherwise or the Fault has an impact upon a significant number of people.
(d)   Any communication from a Commissioner will be entered on an incident log and the Commissioner will be entitled to access these logs at his request and upon reasonable notice.

(e)   BrightStarr will endeavour to provide support and/or correct Faults as soon as reasonably possible to meet the business needs of a Commissioner where the resolution is within the control of BrightStarr. Schedule 4 outlines the targeted Fault resolution times.

(f)   BrightStarr shall obtain the approval of a Commissioner before implementing any proposed changes which may have a serious detrimental impact on the Client (such as having to take down the Client's site temporarily) arising out of the correction of a reported Fault.

(g)   BrightStarr does not guarantee that it can resolve all Faults. In some circumstances, (such as where modifications have been made to the Software without BrightStarr's prior written consent), BrightStarr may not be able to provide a satisfactory Fault resolution.

SOFTWARE SUPPORT EXCLUSIONS

The Software Support Services to be provided under clause 3 shall not include the correction of any defects or errors found in or resulting from:
the Operating System, Hardware or Network or any other software or code not provided by BrightStarr;work covered under an Acceptance Period.

BRIGHTSTARR RESPONSIBILITIES

BrightStarr shall ensure that:
it shall perform the Services with reasonable skill, care and diligence;
the Services shall be performed in accordance with good industry standards and practice;
in providing the Services, it will use reasonable endeavours to meet response times as defined in Schedule 4;
it shall communicate any outages / infrastructure changes with the possible impact on the Client's use of the system;
it will log all BrightStarr resource time associated with the Services for review by the Client;
it shall create, maintain and update all the Logs set out in Schedule 5 and account to the Client for the Service Level Report at reasonable intervals;
it shall use reasonable endeavours to minimise the interruption to the Client's business by the provision of Services; and
it shall provide suitably qualified, experienced and trained personnel to carry out the Services or related tasks.

THE CLIENT'S OBLIGATIONS
Throughout the term of this Agreement, the Client shall afford BrightStarr and/or any of its personnel such access to the system as may be reasonably necessary for the proper performance of the Services. In addition, the Client shall:
review all hours logged by BrightStarr for appropriateness;
make available any Client representatives who may be required by BrightStarr for resolving the Fault;
communicate any changes to system configuration or usage;
specify the members of staff who are able to make use of the Services. BrightStarr will not provide Software Support Services to any individuals who are not listed.
supply all documentation and other information necessary for BrightStarr to diagnose any Fault in the Software;
copy and use any modifications, corrections or enhancements to the Software delivered to it hereunder only in accordance with the applicable licence conditions granted for the Software; and
control the environmental conditions of the Website in accordance with any environmental operating ranges specified by BrightStarr.

List of Commissioners

Full Name	Email Address	Phone Number

Category Level

Category Level	Definition	Response Time	Progress Reporting
Category 1 – High level of criticality	The incident has a profound effect on the operational effectiveness of the organisation	Call Acknowledged within one working hour of Receipt. Response within four working hours of Receipt	Every 2 hours
Category 2 – Moderate level of criticality	The incident has a moderate effect on the operational effectiveness of the organisation	Call Acknowledged within one working hour of Receipt. Response within eight working hours of Receipt	Agreed on a case by case basis
Category 3 – Low level of criticality	The incident has little effect on the operational effectiveness of the organisation	Call Acknowledged within one working hour of Receipt. Response within twenty four working hours of Receipt	Agreed on a case by case basis