

Service Level Agreement (SLA)

ICT Managed Service

By

Cantium Business Solutions Limited

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Cantium Business Solutions Limited and Customer for the provisioning of an ICT Managed Service. It is designed to support and sustain the service throughout the duration of the contract.

This Agreement will continue throughout the duration of the contract, unless revised by Cantium Business Solutions through periodic review to ensure compliance with legal and commercial developments.

This Agreement outlines the parameters of all services covered, as understood by all parties and is accepted in accordance with Cantium Business Solution’s General Terms of Sale (which can be found at www.cantium.solutions).

Together with the Order and the General Terms of Sale, this Agreement provides a binding contract between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this Agreement will take precedence.

Purpose & Objectives

The purpose and objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear statements as to service ownership, accountability, roles and/or responsibilities.
- Present a clear and concise description of service provision to the Customer.
- Describe the service parameters against which the service will be measured and reported.

Stakeholders

The primary stakeholders associated with this Agreement are:

- Service Provider: Cantium Business Solutions
- Customer: Customer (“Customer”)

Cantium Business Solutions reserve the right to support this contract through third party sources where appropriate. Such third parties employed by Cantium Business Solutions may be changed from time to time at their discretion.

Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is will continue unless revised by Cantium Business Solutions to ensure compliance with legal and commercial developments throughout the duration of the contract.

Once amended the Agreement will communicated to the primary stakeholders through publishing on Cantium Business Solution’s website.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service To be provided

The following Services are covered by this Agreement;

- Service management, application services and infrastructure services will be included as part of Cantium’s Business as Usual (BAU) support.
- Cantium will maintain existing services; ensuring systems and applications are patched, secure and operating optimally.
- All other changes will be chargeable.

Service Management

<p>Service Desk</p>	<p>The provision of a Service Desk function providing an interface between ICT users of the Customer and the ICT department of Cantium. Contact channels will include telephone, email and Service Portal (from December 2019).</p> <p>The Service Desk will be available from 08:00 to 17:30, Monday to Friday excluding bank holidays.</p> <p>The Service Desk will manage incidents and requests (an incident is any unplanned interruption to service, such as an error preventing successful logon to a laptop. A request is classified as any call for information or advice, or for a standard change, or access to an IT service).</p> <p>Customers who log a call with the Service Desk will be informed of progress of requests for service throughout the lifecycle of the request. This will include:</p> <ul style="list-style-type: none"> • Providing Customers with resolution advice as appropriate; • Verifying successful completion of requests for service with customers; • Monitoring customer satisfaction on the Services as provided by the Service Desk; • The Customer will be provided with an escalation path for incidents and requests in line with agreed service targets.
<p>Incident Management</p>	<p>An incident management function will be available. The purpose of incident management is to restore service operation as quickly and as efficiently as possible, minimising disruption to service. This includes:</p> <ul style="list-style-type: none"> • Pro-active detection and recording of incidents; • Classification and initial support; • Investigation and diagnosis; • Resolution and recovery; • Incident ownership, monitoring, tracking, and communication. <p>See the incident management table for full details.</p>

Problem Management	<p>A ‘problem’ is classified as the cause of one or more incidents. A problem management service will be available which aims to prevent problems and resulting incidents from occurring, eliminate recurring incidents, and to minimise the impact of incidents that cannot be prevented.</p> <p>This will include:</p> <ul style="list-style-type: none"> • Prevention and avoidance of problems; • Trend identification and analysis; • Facilitation, co-ordination and completion major problem reviews.
Change Management	<p>A change management capability enables changes to be made to the Customer’s ICT infrastructure with minimised disruption to services.</p> <p>This will include:</p> <ul style="list-style-type: none"> • Raising and recording changes; • Assessing the impact, cost, benefits, and risks of proposed changes; • Ensuring the appropriate authorisation of change; • Management and co-ordination of the scheduling of change; • Monitoring and reporting on change activity; • Closure and review of change requests.
Release Management	<p>The release management service plans and co-ordinates the implementation of changes to the ICT environment.</p> <p>This will include:</p> <ul style="list-style-type: none"> • Release design build and configuration; • Release authorisation; • Rollout/implementation planning; • Deployment and reversion testing; • Release and distribution of software and hardware as applicable.
Asset and configuration Management	<p>The asset and configuration management service will identify, control, maintain, and verify all configuration items which make up the Customer’s ICT infrastructure. This will include:</p> <ul style="list-style-type: none"> • Provision of an asset register; • Asset verification and audit routines and processes.

Infrastructure Services

Network Operations	<p>The network operations service will provide network event monitoring and management, technical support, maintenance and administration for a range of network configurations and protocols including:</p> <ul style="list-style-type: none"> • Wired Local Area Networks (LAN); • Network switches, routers and firewalls; • Wireless networks;
---------------------------	---

	<ul style="list-style-type: none"> • Wide Area Networks (WAN); • Remote access; • Internet connectivity; • VoIP Telephony.
Enterprise Services	<p>The provision of administration, maintenance and second and third-line support services for the enterprise architecture will include:</p> <ul style="list-style-type: none"> • MS Office and Office 365; • Exchange & SharePoint Office 365 services • Active Directory • Operating system security patching and updates; • Software packaging and distribution; • Domain administration and management.
Security Operations	<p>The security operations service will implement and maintain security products, software, and appliances. The service will provide assurance of the integrity of the ICT assets and the delivery of all aspects of the Customer's security policy. The security operations service will include:</p> <ul style="list-style-type: none"> • Monitoring and management of security events including security breaches; • The timely and routine application of security patches and updates; • Emergency response to major security incidents; • Vulnerability assessment to include controlled testing; • Continual risk assessment; • Vendor liaison and monitoring for security alerts and product updates. <p><i>Outside of the services listed above, Cantium security operations can also conduct formal investigations. This service can be requested from Cantium as an additional service.</i></p>
Hosting	<ul style="list-style-type: none"> • The provision of a management and support capability for on-premises, cloud-based, or hybrid services. • Environmental monitoring and maintenance; • Back-up and restores; • Preventative maintenance scheduling, co-ordination, and delivery; • Access monitoring and control; • Storage device management and maintenance; • Storage space monitoring and control.

Incident Management

For service incidents (service not available or service degradation) the following target response and target resolution times will apply, based on business impact:

Priority	Response Target	Resolution Target	Description
P1	20 Business Minutes	6 Business Hours	Complete loss of service
P2	1 Business Hour	10 Business Hours	An issue that results in a degradation/loss of service affecting over 50% of users.
P3	1 Business Day	3 Business Days	An issue that results in a degradation/loss of service affecting more than one user but less 50% of users.
P4	1 Business Day	4 Business Days	An issue that results in a degradation/loss of service affecting one user.
P5	2 Business Days	5 Business Days	A non-service affecting issue, e.g. name or hunt group incidents.

Service Requests

Requests for ICT services will be processed by the Cantium Service Desk. The following table provides a summary of the services which can be requested along with the associated service target for fulfilment of the request:

Service Request	Contract	Fulfilment Target
New account set up	Included	10 Business days
Change to existing account	Included	10 Business days
Account name change	Included	10 Business days
Account transfer	Included	10 Business days
Create/amend/delete generic mailbox	Included	10 Business days
Create/amend/delete distribution list	Included	10 Business days
Delete account (remove access)	Included	10 Business days
Deploy packaged application	Included	1 Business day
Move/disposal of ICT equipment	Included	15 Business days

Services Not Included (out of scope)

- For the purposes of clarity, the following services are considered out of scope of this agreement and are available at additional cost:
- Project Management
- ICT training and user education
- Application analysis and development
- Technical integration
- Installations, equipment moves, additions and changes
- Policy, process and standards
- IT Service Management consultancy
- External website hosting
- Applications supported and /or hosted by 3rd parties
- Support on non-corporately owned devices

Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- Use the defined processes for logging incidents and service requests
- Train users in the proper use of devices
- Respond to requests from Cantium staff, in relation to a current incident or service request
- Comply with security and policy requirements set by Cantium or its suppliers
- Nominate a lead contact with suitable authority to provide liaison between Cantium and the Customer for matters relating to the service
- Make provision to replace and renew equipment located on the Customer site that forms part of the service as devices become End of Life/unsupported
- Provide prompt access to Customer's infrastructure for Cantium staff or its subcontractors to allow resolution of issues or restoration of service.
- Where the network is maintained by the Customer or another 3rd party, ensure that network devices are configured to standards agreed by Cantium for the reliable carriage of VoIP traffic. Cantium will provide chargeable network consultancy on request to assist in the correct configuration of network equipment

Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Cantium aims to provide a customer focused, cost effective and high quality of service for the areas of work defined within this SLA
- Cantium will advise the Customer of any circumstances that may adversely affect the level of the service being provided
- When a service interruption happens, Cantium will respond in line with the documented incident management priority levels to restore the service, and will work as required, with 3rd party suppliers to enable this to happen

General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

Cantium retain data relating to the Customer and its personnel in a customer relationship database. In this regard:

1. Data Controller: Customer
2. Data Processor: Customer and Cantium Business Solutions (logging of calls to the service desk).
3. Sub Processor: n/a

Service Feedback

Cantium Business Solutions endeavours to make its service the best that it can always be.

We therefore encourage and appreciate all feedback you may wish to present us with, both positive and negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing.

Please find the link to our Compliments and Complaints Policy which details how to do this and what you can expect from us:

[Compliments and Complaints Policy](#)

Additional Services

Cantium Business Solutions offer a complete suite of business management tools. These solutions are based around improving your cost effectiveness and efficiencies within ICT, Finance and HR business sectors.

For further details on the services we provide, please visit our website:

www.cantium.solutions

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller’s Data Protection Officer (or representative) are on the Customer Order Form.
2. The contact details of the Processor’s Data Protection Officer (or representative) are:
 Email: dataprotection@cantium.solutions
 Post: Data Protection Officer, Cantium Business Solutions, Worrall House, 30 Kings Hill Avenue, West Malling, ME19 4AE
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Cantium is the Processor as defined in the Contract
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the Services in accordance with the Contract
Duration of the processing	Processing will take place during the Term of the Agreement including any Extension Period.
Nature and purposes of the processing	<p>The nature of processing will include all operations required in the delivery of the Services. This shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to fulfil the Processor’s obligations in delivering the Services in accordance with the Contract.</p>

Type of Personal Data being Processed	<ul style="list-style-type: none"> • Name • Contact information (phone, email, address) • Employment information • Online identifiers (IP address, cookie identifiers, location) • Biometric information (e.g. fingerprints for smartphones) • Survey responses
Categories of Data Subject	<ul style="list-style-type: none"> • Employees of the Controller
Specific processing instructions for Sub-processor	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with the contract, at the written direction of the Controller unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete / destroy or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

Sub-processors authorised

Cantium Business Solutions Ltd. utilise the following Sub-Processor(s):

N/A

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.