



WhiteSpider Managed Services Terms & Conditions

*"Building relationships,
creating value, delivering quality"*



Version Control

Version	Date	Notes
0.1	20/09/2019	Draft
0.2	14/10/2019	Update
1.0	22/10/2019	Initial release
1.1	06/01/2020	Updated
1.2	26/02/2020	Updated
1.3	04/10/2021	Added penalty clauses
1.4	10/10/2021	Added SLA details

Intellectual Property

The Copyright in this work is vested in Whitespider Enterprise Services Limited, and the document is issued in confidence for the express purpose for which it is supplied. It must not be reproduced, in whole or in part, or be used for any other purpose without prior written consent being obtained from Whitespider Enterprise Services Limited, and then only on the condition that this notice is included in any such reproduction. No information as to the contents or subject matter of this document or any part thereof arising directly or indirectly there from shall be given orally or in writing or communicated in any manner whatsoever to any third party without the prior written consent of Whitespider Enterprise Services Limited.

© Copyright Whitespider Enterprise Services Limited 2021

WhiteSpider - Contact Details

Contact Name:	Jonny Malcolm	Office:	+44 20 3773 2380
Position:	Commercial Director	Mobile:	+44 7487 675 619
	4 th Floor Marshall's Mill	Email:	Jonny.malcolm@whitespider.com
Address:	Marshall Street		
	Leeds LS11 9YJ		
Contact Name:	Mr Dave Chadwick	Office	+44 20 3773 2380
Position:	Operations Director	Tel:	+44 7960 969 051
Address:	4 th Floor Marshall's Mill	Mobile:	Dave.Chadwick@whitespider.com
	Marshall Street	Email:	
	Leeds LS11 9YJ		

Restriction on Disclosure

This data shall not be disclosed in whole or in part to any third party without the express written permission of WhiteSpider Enterprise Services Limited. This does not restrict the customer from using the data contained herein, provided it is obtained from a source other than WhiteSpider Enterprise Services Limited, or is independently developed by the recipient.

Table of Contents

1	Definitions.....	4
2	Agreement Details.....	5
3	Term.....	5
4	Services.....	5
5	Service Charges and Payment Terms.....	5
6	Taxes.....	7
7	Insurance.....	7
8	Warranties.....	7
9	Client's Obligations.....	8
10	Cancellation/Postponement	8
11	Security.....	9
12	Service Levels.....	9
13	Subcontractors	10
14	Confidentiality	10
15	Limitations on liability	11
16	Termination.....	12
17	Soliciting Employees or Contractors.....	13
18	General Conditions.....	13
19	Approval.....	15
20	Service Level Agreements	16

1 Definitions

1.1 For the purposes of this Agreement, unless the context requires otherwise:

- "Additional Charges" are for costs that are incurred by WhiteSpider that fall outside of the agreed services.
- "Client" means <CUSTOMER> plc.
- "Commencement Date" means the date identified as such in the Agreement Details.
- "Commencement Date" is the date on which WhiteSpider starts the provision of the agreed services.
- "Confidential Information" means any confidential business and financial information of a party which is marked "confidential", which the receiving party knows or reasonably ought to know is confidential, or which is by its nature confidential, including, without limitation, information concerning the business operations and methods of a party or technical information acquired either directly or indirectly by the other party but excludes information which is or becomes publicly known through no wrongful act of the receiving party and for the removal of doubt it includes the Scope(s) of Service.
- "Client Data" is any data uploaded to, stored on or processed using the Managed Services by the Client
- "Client Site" is any premises occupied by the Client at which it receives the Managed Services.
- "Data" means Client data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to the Client
- "Equipment" means the products (hardware and software) that fall within the scope of the Agreement
- "Extended Working Hours" means 0700 to 1900 UK time on a Working Day.
- "Initial Term" means the first term of the Agreement from the Commencement Date, being the period specified as such in the Agreement Details.
- "Next Business Day" means the same time on the next Business Day as the Client logged the relevant Incident Request, Change Request or Service Request on a Business Day.
- "Normal Working Hours" means 0900 to 1700 UK time on a Working Day.
- "Out of Hours" means time outside of Normal Working Hours.
- "Purchase Order" or "PO" means a document issued by Client to WhiteSpider, identifying the types, quantities, and agreed prices of Services and/or Equipment.
- "Renewed Term" is a period of 12 months from the expiry of the Initial Term or the previous Renewed Term, as the case may be.
- "Request for Change" is a formal request for the implementation of a change across the IT infrastructure which will record the work to be done as well as the assumed impact of the work.
- "Service Charges" means the charges for the Services set out in the Agreement Details, an invoice issued by WhiteSpider and/or as detailed in the Record of Entitlement.
- "Services" means the services which WhiteSpider will perform as described in a Statement of Works or a Proposal

- "Set-Up Fee" means the fee (if any) described as such in the Agreement Details, payable on the Commencement Date.
- "Service Level Agreements" or "SLAs" are the service level arrangements applicable to the Managed Services, if any, as attached to the Work Order
- "Service Level" is the metrics for measuring the performance of the Managed Services as set out in the SLA.
- "WhiteSpider" means WhiteSpider Enterprise Services Limited, its subsidiaries and any of its subcontractors.
- "Working Day" means Monday to Friday, excluding Bank or other Public holidays in England.

2 Agreement Details

- 2.1 The Commencement Date of the agreement is: <AGREEMENT START DATE>
- 2.2 The Initial Term for the agreement is: <XX> months
- 2.3 The Renewal Term for the agreement is <XX> Months
- 2.4 The client is: <CUSTOMER>

3 Term

- 3.1 The Initial Term of this Agreement commences on the Commencement Date and continues for the Initial Term specified in the Agreement Details.
- 3.2 After the Initial Term (or any Renewed Term), this Agreement continues for a further Term of 12 months, unless either party gives the other party written notice not to renew this Agreement at least 60 days prior to the end of the Initial Term (or the Renewed Term), as the case may be.
- 3.3 The Service Charges payable for a renewed Term must be the same amount as was payable immediately before expiry of the prior term, unless varied pursuant to clause 5.6.

4 Services

- 4.1 During the Term WhiteSpider must supply the Services to the Client and the Client must pay the Service Charges and any Additional Charges.

5 Service Charges and Payment Terms

Invoices

- 5.1 WhiteSpider will issue invoices for the Service Charges in advance monthly, quarterly, annually or for the full term (as otherwise defined in the Agreement Details) and will send each invoice to the address specified in the Agreement Details or as the Client may otherwise specify in writing.
- 5.2 When the Client first orders a Managed Service not previously supplied, or it is agreed by the parties as being either an addition to, or change to an existing Managed Service being supplied, then a non-recurring Set-Up Fee may be specified. Set-Up Fees are payable by the Client after delivery of the relevant Managed Service and will be billed in arrears.
- 5.3 If the Client disputes an invoice in part, it may defer payment of only that disputed part pending resolution of the dispute.
- 5.4 WhiteSpider must issue invoices for any Additional Charges when it has done the relevant work, supplied the goods or incurred the expenses.

Payment Terms

- 5.5 The Client must pay the Service Charges, any applicable Set-Up Fees and any Additional Charges within 30 days after the date on which WhiteSpider's invoice is rendered.

Variation of the Service Charges

- 5.6 WhiteSpider may, by giving at least 30 days' written notice of the variation to the Client, vary the Service Charges:
- at any time after the Initial Term expires;
 - at the end of a renewed term; or
 - at any time after the first 12 months of the Term, if the Initial Term exceeds 12 months and WhiteSpider has, with the Client's consent sub-contracted the Services to a third party which has supplied its services for a price expressed in a currency other than GBP, but
 - not more than once in a 12-month period.
- 5.7 If the Client and WhiteSpider fail to agree on the varied Service Charges within 30 days of WhiteSpider's notice, either party may terminate this Agreement by giving 30 days written notice to the other party.

Failure to pay

- 5.8 If the Client fails to pay any amounts payable to WhiteSpider by the due date, WhiteSpider may, on 7 days' written notice, suspend supply of all or any part of the Service until the Client pays all such overdue amounts.
- 5.9 WhiteSpider will be entitled to charge daily interest on the outstanding balance at the rate of 3% per annum above Lloyds Bank base lending rate.

Special charges

- 5.10 If access to or replacement of a Configuration Item by WhiteSpider requires specialised equipment and/or additional resources to comply with legal or occupational health and safety requirements, the Client will incur an Additional Charge.

6 Taxes

- 6.1 WhiteSpider invoices will, where appropriate, include VAT charged at the prevailing rate at the date of invoice. Client is responsible for paying the full amount, including VAT, on any invoice that lists the VAT

7 Insurance

- 7.1 Each party shall at all times maintain appropriate policies of insurances with a reputable insurance company to cover their separate risks and liabilities under this agreement (such policies to include but not be limited to public liability insurance in an amount of not less than GBP 5,000,000 for any event, unless the parties agree otherwise in writing).

8 Warranties

- 8.1 WhiteSpider warrants that:
- it will provide the Services in a proper and professional manner and will ensure that the Services are performed by personnel who are suitably qualified to perform the Services.
 - it will provide the Managed Services in accordance with Good Industry Practice and substantially in accordance with the Managed Service Specification and the Contract.
 - it will comply with all applicable laws in performing its obligations under the Contract.
- 8.2 WhiteSpider does not warrant that the Client's use of the Managed Services will be uninterrupted or error-free
- 8.3 The Client warrants that.
- it has the authority to grant any rights granted to WhiteSpider under the Agreement.
 - it will comply with and use the Managed Services in accordance with the Contract and all applicable laws.
 - it has the appropriate licenses, rights and/or title to the Configuration Items that are the subject of this Agreement.
 - WhiteSpider's use of any third-party materials supplied by the Client in connection with the Contract, shall not cause WhiteSpider to infringe the rights, including any Intellectual Property Rights, of any third party.

9 Client's Obligations

9.1 The Client must:

- provide WhiteSpider with reasonable assistance and information to assist it to provide the Services
- supply all communications interfaces WhiteSpider requires to enable provision of the Services, except those that WhiteSpider keeps on its own premises or installs at a Site for use in providing the Services
- ensure that WhiteSpider's information and materials in the custody of the Client for the purposes of this Agreement are protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person
- give WhiteSpider access to a Site when required for the purpose of providing the Services
- if requested, provide secure facilities at a Site for WhiteSpider to store tools, Parts and other items necessary for it to perform its obligations under this Agreement
- keep such records relating to use and performance of the Configuration Items which are the subject of the Services as WhiteSpider may reasonably request and ensure that WhiteSpider's personnel have access to such records at all reasonable times
- comply with the Client's obligations set out in this Agreement; and
- carry out and maintain restorable backup copies of all relevant software licensed by the Client, whether operating systems, discrete applications or configurations and where WhiteSpider requires them to supply the Services, make the same available to WhiteSpider upon request.

9.2 If the Client fails to promptly comply with any of the Client's obligations set out in this Agreement, WhiteSpider may, in its absolute discretion, suspend performance of any or all of the Services affected as a result of the Client's failure or refusal until the Client has complied with its obligations.

10 Cancellation/Postponement

10.1 Once a Purchase Order has been received by WhiteSpider for the Services defined within the Proposal, Client will be liable for the full charges as per these terms.

10.2 Should the Client postpone the services after the PO has been received by WhiteSpider and up to seven days before the agreed Commencement Date the

Client will be liable for the equivalent of 1 month of charges will be charged, except in the case that the postponement is for less than 1 calendar month

11 Security

- 11.1 WhiteSpider will operate safety and security measures and procedures consistent with Good Industry Practice for the prevention of unauthorised access or damage to any and all Managed Services.
- 11.2 Each of WhiteSpider and the Client will promptly inform the other if it suspects or uncovers any breach of security in respect of the Managed Services, and WhiteSpider will use all commercially reasonable endeavours to verify and, if verified, promptly remedy such breach.

12 Service Levels

- 12.1 If Client cannot allow WhiteSpider access to provide/install the Services as needed to maintain agreed service levels, WhiteSpider will not be bound by the agreed SLAs and may re-arrange provision/installation of the Services provided that WhiteSpider may charge Client for the additional costs incurred at the then current WhiteSpider rates.
- 12.2 Should WhiteSpider not respond in the agreed SLA period then WhiteSpider will be deemed to have missed the SLA. WhiteSpider's SLA performance will be measured over each month in % of calls that enter into the penalty period each month.

Achievement	Credits
99% -100%	0
90%-99%	1 credit
80%-89%	2 credits
70%-79%	3 credits
60%-69%	4 credits
50%-59%	5 credits
Less than 50%	10 credits

WhiteSpider shall be deemed to have responded to a ticket when:

- Phone Call: The call is answered by a person on the service desk.
- Email: When the service desk acknowledges the email, or raises a ticket (whichever is sooner)
- Portal: When the service desk acknowledges the email, or raises a ticket (whichever is sooner)

Note: 1 Credit represents 1 Change Token.

13 Subcontractors

- 13.1 WhiteSpider may subcontract parts of the Services to such persons as it, in its discretion, considers necessary to enable it to fulfil its obligations under this Agreement.

14 Confidentiality

- 14.1 Both WhiteSpider and the Client acknowledge that they may receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other party ("Confidential Information"). Both WhiteSpider and the Client agree to protect and preserve the confidentiality of the other's Confidential Information using the same standard of care as it uses to protect its own Confidential Information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter. All information, data or other materials disclosed or made available by or on behalf of Client to WhiteSpider, regardless of the manner, medium or form in which it is communicated or maintained, and regardless of whether the same is owned by Client or a third party, is Client's Confidential Information.
- 14.2 Neither party is permitted, without the prior written consent of the supplying party, to disclose or communicate to any third party or to their employees, servants, agents, contractors or consultants any Confidential Information or use any Confidential Information for any purpose except for the purpose for which such Confidential Information was supplied or for the proper performance of this Agreement.
- 14.3 Each party agrees that the documents attached to or incorporated in this Agreement by reference are confidential and must not be disclosed to any person (other than a party's legal or financial advisors or as required by law) without the prior written consent of the other party.
- 14.4 The operation of this clause survives the expiry or earlier termination of this Agreement.
- 14.5 Upon the written request of Client, WhiteSpider shall promptly return to Client or destroy all or any part of Client's Confidential Information. Upon such return or destruction, WhiteSpider shall deliver to Client a certificate signed by an authorized representative of WhiteSpider, in a form satisfactory to Client,

certifying that Client's Confidential Information specified in the request has been returned or destroyed.

15 Limitations on liability

- 15.1 Other than in respect of its liability for death, personal injury, damage to tangible property, claims for breach of third party intellectual rights or breach of privacy laws, WhiteSpider's aggregate liability, whether arising from breach of contract, negligence or any other tort, breach of warranty under and indemnity or statute, in equity or otherwise is limited to an amount equal to the annual Service Charges paid by the Client at the date such liability is proven to have arisen.
- 15.2 If WhiteSpider admits a liability to the Client for a claim for a breach of this Agreement and the Client has elected not to, (or has no right to) terminate this Agreement on the grounds of the breach, WhiteSpider may, at its option, elect to apply the whole or part of any amount agreed to be paid to the Client as the result of such breach as a credit to future Service Charges payable by the Client.
- 15.3 WhiteSpider has no liability to the Client for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not WhiteSpider was aware of the possibility of such loss or damage.
- 15.4 To the fullest extent permitted by law, the parties agree to exclude all express or implied warranties, representations, statements, terms and conditions relating to WhiteSpider or the provision of the Services under these terms, not expressly set out in these terms, are excluded from the agreement between the parties.
- 15.5 The Client will indemnify WhiteSpider against any claim brought against WhiteSpider by a third party that the Client Data or the Client's use of the Managed Services infringes such third party's Intellectual Property Rights or other rights, provided that WhiteSpider will provide reasonable assistance in the defence and/or settlement of such claims, and provided that the Client will have on request sole authority to defend or settle any such claim
- 15.6 Notwithstanding the other provisions of this clause, WhiteSpider's liability for a breach of a condition or warranty is limited, at WhiteSpider's option:
- if the breach relates to goods: to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods (or of acquiring equivalent goods); or to the payment of the cost of having the goods repaired; and
 - if the breach relates to services: to the payment of the cost of having the services supplied again or the supply of the services again.

- 15.7 WhiteSpider will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of any action by or the failure of the Client to comply with this Agreement.

16 Termination

- 16.1 If a party breaches any provision of this Agreement, the other party may:
- suspend provision of the Services or payment of any amounts otherwise due (as the case may be) until the breach is remedied by the party in breach; and
 - terminate this Agreement, if the party in breach remains in breach of any such provision after receiving at least 30 days" notice in writing from the other party identifying the breach and requesting its remedy.
- 16.2 Either party may terminate this Agreement immediately if the other party:
- enters into any arrangement between itself and its (or any class of its) creditors.
 - ceases to be able to pay its debts as they become due
 - ceases to carry on business
 - has a mortgagee enter into possession or disposes of the whole or any part of its assets or business
 - enters into liquidation or any form of insolvency administration; or
 - has a receiver, a receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.

- 16.3 If WhiteSpider terminates this Agreement, the Client must immediately pay to WhiteSpider the total of all amounts then due to WhiteSpider pursuant to this Agreement.
- 16.4 If WhiteSpider terminates this Agreement on any of the grounds set out in clauses 16.1 or 16.2 the Client is not entitled to a refund or adjustment of any applicable Set-Up Fee or of any Service Charges paid to WhiteSpider.
- 16.5 If the Client terminates this Agreement on any of the grounds set out in clauses 16.1 or 16.2, the Client is entitled to a pro-rata refund of any part of the Service Charges it has paid for Services to be supplied after the date of termination.
- 16.6 Termination of this Agreement (for whatever cause) does not affect any right or cause of action which has accrued to the party which terminates this Agreement at or prior to the date of termination.
- 16.7 If the Client wishes to terminate the service within the Term for any other reason than identified in 16.1, 16.2 or 16.5 16.6 the Client will remain liable for any remaining payments due for the Term.

17 Soliciting Employees or Contractors

- 17.1 During the term of this Agreement and for 6 months after termination by either party of this Agreement, a party must not employ or solicit for employment any person who is an employee of or contractor to the other party who was involved during the most recent 6 month period of this Agreement in the matters covered by this Agreement.
- 17.2 This clause does not apply where:
- a person responds to an advertisement for employment by a party; or
 - the employment is agreed to by the parties.
- 17.3 Each party acknowledges that the restriction specified in this clause is in the circumstances reasonable and necessary to protect each party's legitimate interests.

18 General Conditions

Other terms

- 18.1 Terms or conditions attached to or forming a part of a purchase order that the Client issues do not form part of this Agreement.

Out of scope work

- 18.2 The provision of services which are the subject of an Additional Charge or are otherwise not within the scope of this Agreement will be governed by the terms

and conditions set out in WhiteSpider's Business Terms and Conditions:
<https://www.whitespider.com/image/whitespider-services-terms-and-conditions.pdf>

Prior agreements

- 18.3 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.

Variations

- 18.4 No variation of this Agreement is binding upon the parties unless made in writing signed by an authorised representative of each of the parties, unless provided otherwise in this Agreement. WhiteSpider's written acceptance of a written request (including a request made by e-mail) by the Client for a variation to the Record of Entitlement is binding on both parties. Following an agreed variation, WhiteSpider must issue a revised Record of Entitlement.

Notices

- 18.5 Notices to or by a party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee: if by post, 3 Business Days from and including the date of postage; or if by facsimile, when successfully transmitted to the addressee provided that if transmission is on a day which is not a Business Day or is after 5.00 PM (addressee's time), on the next Business Day.

Illegality

- 18.6 Any provision or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Waiver

- 18.7 A waiver of a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon a breach of or default under this Agreement must be in writing and signed by the party granting the waiver.

Assignment

- 18.8 A party may only assign this Agreement and any rights under this Agreement with the prior written consent of the other party.

WhiteSpider Management System

- 18.9 Due to changes in technology and WhiteSpider's desire to maintain the highest possible quality of the Services, it may be necessary to make adjustments or add enhancements to the WhiteSpider Management System during the Term. WhiteSpider will provide advance notice of any such changes, if possible. If the

standard scope of the Services is necessarily improved or extended as a result of the enhancements, they will be offered to the Client for the remainder of the then current Term at no additional cost, provided that WhiteSpider will expect that no claim is made for a reduction in the Service Charges for minor reductions in scope as a result of the enhancements.

Force majeure

- 18.10 Neither party is liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond its reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike, labour problems and riots

19 Approval

Client	WhiteSpider
Signed	Signed
Name	Name
Position	Position
Date	Date

20 Service Level Agreements

As part of the managed service WhiteSpider commits to meeting agreed service levels, or SLAs. These are agreed between WhiteSpider and <CUSTOMER> for the provisioning of IT services required to support and sustain the or service.

The objectives of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Supersedence

20.1 This agreement remains valid until superseded by a revised, signed agreement by all parties at a later date

20.2 This agreement does not supersede current processes and procedures unless explicitly stated herein

Review

20.3 This agreement is valid from the Agreement Start Date and is valid until further notice. This agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current agreement will remain in effect.

Services

The following Services are covered by this agreement;

Service
Incident
Change Request
Service Request

Supported Infrastructure

20.4 The SLAs will only apply for supported devices, as defined in the most recently dated 'Onboarding Document'.

Customer responsibilities

Customer requirement requirements in support of this agreement include:

- 20.5 Payment for all support costs at the agreed interval.
- 20.6 Reasonable availability of representative(s) when resolving a service related incident or requests.
- 20.7 Will ensure all failed Hardware that is replace is properly packaged prior to being shipped and will:
- Include a written description of the failure and specification of any changes or alterations made to the Product.
 - Cisco will conform in quantity and serial number to the RMA request.
 - Tag each Product returned with the RMA transaction number

WhiteSpider Requirements

WhiteSpider responsibilities and/or requirements in support of this agreement include:

- 20.8 Meeting response times associated with service related incidents.
- 20.9 Appropriate notification to Customer for all changes undertaken on infrastructure
- 20.10 WhiteSpider will arrange with Cisco RMA to order the replacement equipment required.

Service Levels

- 20.11 Ticketing: The time taken by the Service Desk to raise a ticket is as per the table below

Access	Agreement	SLA
Telephone	24x7x365	Ticket raised within 15 mins
Email	7 days: 07:00 - 19:00 UK time	Ticket raised within 1 hour of receive time
	7 days: 19:00 - 07:00 UK time	Ticket raised within 1 hour of 07:00
Portal	24x7x365	Ticket raised within 15 mins

- 20.12 Incidents: The response to the customer by the Service Desk team for Incidents is as per the table below:

Priority	Response SLA (time to contact customer)	Target Mean Time to Restore Service *
Critical (P1)	15 minutes	4 hours
High (P2)	1 hour	8 hours
Medium (P3)	4 hours	24 working hours
Low (P4)	8 working hours	48 working hours

* Note: WhiteSpider will not provide any SLAs for non-hardware related issues and failures

20.13 Service and Change Requests: The response to the customer by the Service Desk team for Service Requests and Change Requests is as per the table below:

Priority	Response SLA (time to contact customer)	Target Mean Time to Resolve (after ticket raised)
Emergency (P1)	1 hour	8 hours
High (P2)	4 hours	8 working hours
Medium (P3)	8 working hours	48 working hours
Low (P4)	24 working hours	72 working hours

20.14 Hardware Replacement: The time to deliver replacement parts to the the customer site is as per the table below:

SLA	Description
4hr Parts 24x7	365 days / year 4 hours' response – parts to arrive at customer site within 4 hours of WhiteSpider confirmation of a part failure.
4hr Parts 8x5	Parts only, 4 hours' response – parts to arrive at customer site within 4 business hours of WhiteSpider confirmation of a part failure.
NBD Parts 24x7	Parts only, NBD response – parts to arrive at customer site before the end of the next day from WhiteSpider confirmation of a part failure.
NBD Parts 8x5	Parts only, NBD response – parts to arrive at customer site before the end of the next working day from WhiteSpider confirmation of a part failure.

NOTE: For Next Business Days services, the request for new parts must be agreed before 2pm

20.15 Onsite Support / Smart Hands: Any onsite support required from WhiteSpider will be agreed on a site-by-site basis dependant on location. Any agreements for Onsite support will be based on 'target' SLAs and not committed SLAs.