

**DATED <<insert date>>**

**(1) <<Insert name of Service Provider>>**

**(2) <<Insert name of Client>>**

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**IT SUPPORT SERVICE LEVEL AGREEMENT**

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**THIS AGREEMENT** is made the <<insert day>> day of <<insert month>>, <<insert year>>

**BETWEEN:**

- (1) INNOVATE IT Ltd a company registered in England under number 04935426 whose registered office is at 5<sup>th</sup> Floor Castlemead, Lower Castle Street, Bristol, BS1 3AG (“the Service Provider”) and
- (2) <<insert company name>> a company registered in <<insert country>> under number <<insert company number>> whose registered office is at <<insert registered address>> (“the Client”)

**WHEREAS:**

- (1) The Service Provider is engaged in the business of providing IT support services and has reasonable skill, knowledge, qualifications and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the Support Services subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Service Provider wishes to accept such engagement and shall provide the Support Services to the Client and their Clients subject to, and in accordance with, the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Acceptable Delay Time”** means the time by which the Response Time may be exceeded by the Service Provider under Clause 8 for reasonable reasons including, but not limited to, unavoidable delays in travel time;

**“Agreement Review”** means a review of this Agreement which will be conducted in accordance with Clause 7 at the intervals specified in that Clause;

**“Business Day”** means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

**“Business Hours”** means the business hours of the Service Provider which shall be 9am to 5pm, Monday to Friday;

**“Client’s Representative”** means <<insert name and position>> who shall be responsible for liaising with the Service Provider’s Representative in accordance with Clause 7, or such other person who the Client may from time to time nominate;

<b>“Client’s Management Representative”</b>	means <<insert name and position>> who shall be responsible for liaising with the Service Provider’s Management Representative in accordance with Clause 7, or such other person who the Client may from time to time nominate;
<b>“Client’s Performance Representative”</b>	means <<insert name and position>> who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 8, or such other person who the Client may from time to time nominate;
<b>“Commencement Date”</b>	means the date on which this Agreement comes into force pursuant to Clause 2;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
<b>“Data Protection Legislation”</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
<b>“Default Fee”</b>	means a sum payable by the Service Provider to the Client for failure to meet the required Service Levels in accordance with the provisions of Clause 8 and calculated in accordance with Schedule 2;
<b>“Fees”</b>	means the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 2;
<b>“Issue Level”</b>	means the severity level of a Support Request as defined in Schedule 3;
<b>“Performance Report”</b>	means a report detailing the performance of the Support Services in relation to the Service Levels, prepared in accordance with the provisions of Clause 8 and Schedule 3;
<b>“Premises”</b>	means the Client’s premises at <<insert address>> or such other premises as may be notified from time to time by the Client to the Service Provider;
<b>“Response Time”</b>	means the time within which the Service Provider must respond to a Support Request as set out in Clause 8;

<b>“Service Levels”</b>	means the agreed levels to which the Service Provider’s performance in providing the Support Services must adhere as set out in Schedule 3 and Clause 8 and shall include the Service Provider’s compliance with the Issue Levels and corresponding Response Times set out in Clause 8;
<b>“Service Provider’s Representative”</b>	means <<insert name and position>> who shall be responsible for liaising with the Client’s Representative in accordance with Clause 7, or such other person who the Service Provider may from time to time nominate;
<b>“Service Provider’s Management Representative”</b>	means <<insert name and position>> who shall be responsible for liaising with the Client’s Management Representative in accordance with Clause 7, or such other person who the Service provider may from time to time nominate;
<b>“Service Provider’s Performance Representative”</b>	means <<insert name and position>> who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 8, or such other person who the Service Provider may from time to time nominate;
<b>“Support Request”</b>	means a request for Support Services submitted by the Client to the Service Provider by means of <<insert methods e.g. email, telephone, support ticket etc.>>;
<b>“Support Services”</b>	means the IT support services to be provided by the Service Provider to the Client as set out in Clause 6 and Schedule 1; and
<b>“Term”</b>	means the term of this Agreement as set out in Clause 2.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to this Agreement; and
  - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
  - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

## 2. **Term of Agreement**

- 2.1 This Agreement will come into force on the Commencement Date of <<insert Commencement Date>> and shall continue in force for an initial Term of <<insert period>> from that date, subject to the provisions of Clauses 7 and 10.
- 2.2 Subject to the Agreement Review provisions of Clause 7, the Term of this Agreement may be renewed for further periods of <<insert period>> (which shall thereafter be defined as part of the Term).

## 3. **Service Provider's Obligations**

- 3.1 The Service Provider shall render the Support Services to the Client in accordance with the provisions of Clause 6 and Schedule 1 and in accordance with the required Service Levels set out in Clause 8 and Schedule 3.
- 3.2 The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
- 3.3 The Service Provider shall provide the Client with such information and advice in connection with the Support Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Support Services.
- 3.4 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

## 4. **Client's Obligations**

- 4.1 The Client shall provide the Service Provider with such information in connection with the Support Services and the provision thereof as the Service Provider may, from time to time, reasonably require both before and during the provision of the Support Services.
- 4.2 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
- 4.3 The Client shall act in accordance with any and all reasonable instructions issued by the Service Provider in relation to the Support Services. The Service Provider shall not be liable for any failure to provide the Support Services or any part thereof which arises out of the Client's failure to follow any such instructions.
- 4.4 The Client shall allow the Service Provider and its personnel access at all reasonable times to the Premises for the purpose of providing the Support Services.
- 4.5 The Client shall use reasonable endeavours to keep the Service Provider informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall (as under sub-Clause 3.4) promptly take steps to comply with any such

requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

## **5. Fees, Payment and Records**

- 5.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 2 as consideration for the Support Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.
- 5.2 All payments required to be made pursuant to this Agreement by either Party shall be made within 30 days of the date of the relevant invoice in GBP in cleared funds to such bank in England as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 5.3 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 5.4 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 10.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 3% per annum over the Bank of England base rate from time to time in force.

## **6. Provision of the Support Services**

- 6.1 The Service Provider shall, throughout the Term of this Agreement, provide the Support Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of Schedule 1 and the Service Levels as specified in Clause 8 and Schedule 3.
- 6.2 The Service Provider shall provide the Support Services only as specified in Schedule 1 unless otherwise agreed in writing by the Parties.
- 6.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.
- 6.4 The Service Provider shall use all due and proper care to ensure that the manner in which it provides the Support Services does not have any adverse effect on the name, reputation, image or business of the Client.
- 6.5 The rights of the Client under sub-Clause 6.5 shall be in addition to, and without prejudice to, any other rights or remedies of the Client including, but not limited to, its right to Default Fees from the Service Provider arising under sub-Clauses 8.4, 8.5 and 8.6.

## **7. Support Service and Agreement Monitoring**

- 7.1 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at regular intervals in order to discuss the provision of the Support Services in accordance with the Service Levels, where relevant, based upon Performance

Reports generated in accordance with Clause 8 and Schedule 3.

- 7.2 Both Parties shall produce written reports from meetings held pursuant to sub-Clause 7.1 within <<insert period>> following such meetings and shall use their reasonable endeavours to comply with any and all agreed actions to be taken with respect to the provision of the Support Services, the Service Levels and the performance by each Party of its respective obligations under this Agreement.
- 7.3 The Client and the Service Provider shall arrange meetings between the Client's Management Representative and the Service Provider's Management Representative at regular <<insert interval, e.g. quarterly>> intervals in order to discuss matters arising out of meetings held pursuant to sub-Clause 7.1 and any other matters including, but not limited to, those relating to the provision of the Support Services and the Service Levels.
- 7.4 In addition to the matters set out in sub-Clause 7.3, the Client's Management Representative and the Service Provider's Management Representative shall, in their <<insert interval, e.g. quarterly>> meetings conduct an Agreement Review during which the Parties may propose, discuss and agree upon any desired or necessary alterations to this Agreement including, but not limited to, its terms and conditions, scope and duration. Any such agreed changes shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.
- 7.5 No later than <<insert period>> prior to the end of the current Term of this Agreement, the Client's Management Representative and the Service Provider's Management Representative shall conduct an Agreement Review during which the continuance and renewal of this Agreement shall be determined. In the event that a renewal of the Agreement is agreed upon, the provisions of sub-Clause 2.2 shall apply.
- 7.6 Notwithstanding the provisions of sub-Clause 7.4, in the event that changes to this Agreement are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to call for an immediate Agreement Review to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

## 8. Service Levels and Response Times

- 8.1 The Service Provider shall use reasonable endeavours to provide the Support Services in accordance with the following Issue Levels and Response Times:

<b>Issue Level</b>	<b>Response Time</b>
Issue Level 1	1 hour
Issue Level 2	1 hour
Issue Level 3	1 hour

- 8.2 The Response Times set out in sub-Clause 8.1 refer only to the time within which the Service Provider shall respond to a Support Request. The Service Provider gives no guarantee as to the time any given issue may take to

resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible.

8.3 The following Acceptable Delay Times shall apply to the Issue Levels as follows:

<b>Issue Level</b>	<b>Acceptable Delay Time</b>
Issue Level 1	45 min
Issue Level 2	45 min
Issue Level 3	45 min

8.4 In the event that the Service Provider exceeds the Acceptable Delay Time for the relevant Issue Level when responding to a Support Request, the Service Provider shall be required to pay to the Client a Default Fee in accordance with Schedule 2.

8.5 Continued delays shall incur additional Default Fees each time the applicable Acceptable Delay Time period elapses until the Service Provider responds.

8.6 In the event that the Service Provider requires access to the Client's Premises for the purposes of providing the Support Services, the Service Provider shall not be liable for any failure to comply with the relevant Response Time if it is unable to access the Premises through any fault of the Client.

8.7 For the purposes of monitoring and managing performance under this Agreement the Parties shall respectively appoint the Client's Performance Representative and the Service Provider's Performance Representative (each a "Performance Representative" for the purposes of this Clause 8). It shall be the responsibility of the Performance Representatives to ensure that the Support Services are provided in accordance with the Service Levels and the terms and conditions of this Agreement.

8.8 The provision of the Support Services in accordance with the Service Levels shall be monitored by the Client's Performance Representative and the Service Provider's Performance Representative in accordance with the provisions of Schedule 3.

8.9 All data collected by the Performance Representative(s) pursuant to this Clause 8 and to Schedule 3 shall be presented in monthly Performance Reports to be prepared by the Service Provider.

8.10 Performance Reports shall be submitted, within the time period specified in Schedule 3, to the Client's Representative and the Service Provider's Representative for consideration and agreement upon appropriate action to be taken (where relevant) during meetings to be held in accordance with sub-Clause 7.1.

## **9. Confidentiality**

9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 3 years after its termination:

9.1.1 keep confidential all Confidential Information;



- 9.1.2 not disclose any Confidential Information to any other person;
  - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms and conditions of this Agreement;
  - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 9.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 9.1.1 to 9.1.4 above.
- 9.2 Either Party may:
- 9.2.1 disclose any Confidential Information to:
    - 9.2.1.1 any sub-contractor or supplier of that Party;
    - 9.2.1.2 any governmental or other authority or regulatory body; or
    - 9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 9.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
  - 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

## 10. Termination

- 10.1 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice, to expire on or at any time after <<insert minimum term of Agreement>>.
- 10.2 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
  - 10.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> of the due date for payment;
  - 10.2.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within <<insert period>> after being given written

- notice giving full particulars of the breach and requiring it to be remedied;
- 10.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 10.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 10.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under this Agreement);
  - 10.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 10.2.7 the other Party ceases, or threatens to cease, to carry on business; or
  - 10.2.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 11, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.3 The Client shall have the right to forthwith terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Support Services in compliance with the Service Levels for as set out in sub-Clause 8.6.
- 10.4 The right to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 11. **Post-Termination**

Upon the termination of this Agreement for any reason:

- 11.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
- 11.2 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 11.4 subject as provided in this Clause 11, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 11.5 each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of this Agreement; and

11.6 each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## 12. **Liability**

12.1 The Service Provider shall indemnify and hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Service Provider or any persons for which the Service Provider is otherwise legally liable.

12.2 The Client shall indemnify and hold harmless the Service Provider, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Client of its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the Client is otherwise legally liable.

12.3 Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:

12.3.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or

12.3.2 any special indirect or consequential loss howsoever arising.

12.3.3 For the purposes of sub-Clause 12.3.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the Support Services provided by the Service Provider under this Agreement.

## 13. **Force Majeure**

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Party in question.

## 14. **Data Protection**

The Service Provider will only use the Client’s personal information as set out in the Service Provider’s Privacy Notice available from the website [www.innovate.cloud](http://www.innovate.cloud)

## 15. Data Processing

- 15.1 In this Clause 15, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in the Data Protection Legislation.
- 15.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 15 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 15.3 For the purposes of the Data Protection Legislation and for this Clause 15, the Client is the “Data Controller” and the Service Provider is the “Data Processor”.
- 15.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 15.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.
- 15.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 15.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
  - 15.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 4;
  - 15.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
  - 15.6.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
    - 15.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
    - 15.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
    - 15.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
    - 15.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;

- 15.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - 15.6.6 Notify the Data Controller without undue delay of a personal data breach;
  - 15.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
  - 15.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 15 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 15.7 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 15 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
- 15.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 15 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
  - 15.7.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 15.8 Either Party may, at any time, and on at least 30 days notice, alter this Clause 15, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

## 16. Nature of the Agreement

- 16.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 16.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 16.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 16.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by

either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

- 16.5 At any time after the date hereof each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement.

**17. Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**18. Relationship of the Parties**

18.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

18.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

**19. Notices**

19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**20. Law and Jurisdiction**

20.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

SIGNED by  
<<Name and Title of person signing for Service Provider>>  
for and on behalf of <<Service Provider's Name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by  
<<Name and Title of person signing for Client>>  
for and on behalf of <<Client's Name>>

In the presence of  
<<Name & Address of Witness>>

## SCHEDULE 1

### Support Services

#### Innovate Okta Support Services

Innovate are delighted to provide an Okta 3<sup>rd</sup> line support service to meet the needs of our Clients. Nestled between your service desk and Okta, we cover serious incidents and ensure your Okta platform is at its best.

#### What's Included?

##### Core Support Service

###### Incident Management

Incident management is performed using a web-based portal. We respond to incidents within 1 hour of receiving the notification during support hours.

Our support staff have a broad and deep knowledge of Okta products, as well as integrated applications and are adept trouble-shooters. This results in fast incident resolution in most cases. If they feel the issue is at an application-level, they are best placed to use their knowledge of the client's environment *and* Okta to communicate with Okta Support directly and work with them to resolve the issue. We will also work with third-party application vendors to investigate and resolve issues related to their products and your Okta platform.

###### Health Checks

The Okta Support Service provided by Innovate includes monthly health checks of your Okta tenant to highlight any issues, or areas for improvement. As part of the onboarding process, we will assess your Okta environment. If there are any recommendations, based on best practice, we can offer our knowledge and experience to your team<sup>1</sup>.

###### Monthly Reviews

Innovate provide the Client with a monthly service review report, which will include information such as; the number of incidents, time to resolution, incidents type and much more (for a full list of reported factors please contact us). This review also serves as an opportunity to discuss service improvements and to use our wealth of knowledge of the Okta product to evaluate future developments of the platform. As an Okta Silver Service Delivery Partner, we are well placed to inform you of upcoming features.

#### Options

##### Automated Monitoring & Alerting

We can provide a monitoring and reporting service, so you can visualise real-time incidents, and resolution, on your Okta platform.

##### Bespoke Reporting

If our standard reporting features are not sufficient, then we will work with you to define the parameters that are important to you and provide a more detailed report.

##### Support Training

In order that your service desk can service users efficiently, we can provide support training to cover 1<sup>st</sup> and 2<sup>nd</sup> line staff.

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<sup>1</sup> Subject to professional services fees



## Professional Services

Our UK-based Identity Practice professional services team specialise in all aspects of identity and access management, zero-trust environments and full digital transformations. If you need any help or advice, we can provide technical experts at a competitive day rate.

### Additional Tenants

The basic support package covers one tenant, but we are happy to discuss multiple tenant support.

## Client Onboarding

When onboarding a new client, we like to understand more from their team as quickly as possible and will engage with them to discuss their Okta environment and review existing knowledge-base articles or design documents. We will carry out an initial health check on the Okta tenants and integrated applications, follow an onboarding questionnaire to ensure we haven't missed anything and complete an acceptance in to service review. At this point, we will discuss any issues we discover and make recommendations on best-practice.

## The Package Summary

The Okta Support Services is an annual single tenant package that includes:

- 1 hour incident response time
- Web-based or email incident logging
- Escalation of incidents and management with Okta
- Platform maintenance
- Monthly platform health checks
- Monthly service reports and reviews
- New feature recommendations

However, we would be happy to discuss additional features that would add value to the client, such as;

- Automated monitoring and alerting
- Bespoke reporting
- Support training
- Professional services
- Additional tenants

## Timescales

Innovate are able to action the service with our existing service support teams and anticipate the service to be active within 14 days of engagement (signed contracts and PO).

### Target Service Levels

Incident Priority	Response Goal	Resolution Goal
All	1 business hour	1 working day (where incident isn't escalated to Okta)

Support hours are 9am – 5pm, Monday to Friday (excluding UK Public Holidays). Contact can be via the web portal, email or API to our service desk tool (if that optional add-on is purchased).

The service we deliver is proactively maintained and monitored. Upon discovery of an issue, our service support team will interface with your architecture team and identified

stakeholders / suppliers, in order to drive a rapid resolution within the above SLAs. The monthly service reporting process will highlight trends for analysis.

## **Notes**

During the onboarding phase (see above) the Okta platform must pass the acceptance into service review before the support package commences. If there are delays to the platform meeting the required standard, there will be delays to the service starting. These delays will **not** affect the contract period. It is wholly incumbent on the Client to carry out remedial work.

If we have advised that the platform requires maintenance to resolve a 3<sup>rd</sup> line incident and it is not address by the Client, we reserve the right to refuse to respond to the incident. We would be happy to provide expertise to correct the platform at additional cost.

The Client is required to have an Okta Premier Success support package in place that Service Provider can log incidents against.

The client must grant administrative access to nominated Innovate staff for incident resolution.

1 workflow should be made available for automated reporting. Okta offers 5 free workflows, so there should be no additional cost to the Client. In the case where the Client requires and additional workflow for the service, it is at the Client's cost.

## **Fair Use Policy**

The Client must ensure their 1<sup>st</sup>/2<sup>nd</sup> line support desk is properly trained to only escalate 3<sup>rd</sup>-line support issues. If the service is mis-used with the type of minor, single user issues, we reserve the right to send the issue back to the Client's support team.

If the Client is unable or unwilling to resolve a platform issue that causes similar/same/repeated 3<sup>rd</sup> line support tickets, we reserve the right to not respond to those incidents. We will pass them back to the Client, either through their Service Representative, their support team, or their architect/engineers.

## **SCHEDULE 2**

### **Fees and Payment**

The basic support and maintenance package purchased through the G-Cloud framework is £36,540 payable annually in advance. Any add-on services will be agreed in advance and will be subject to individually priced and agreed fees.

### **Default Fees**

In lieu of paying a fee for not responding to an incident within the incident response time (and acceptable delay time) we will offer 1 hour of professional services. This will be detailed in writing to the customer for their records. It will be up to the Client whether they use the professional services and the offer will expire on the expiry of the support package.

## **SCHEDULE 3**

### **Service Levels**

#### **Issue Levels**

All issue levels will be responded to within 1 hour

#### **Performance Monitoring**

Monthly review meetings should be used to discuss performance.

#### **Performance Report**

The monitoring and reporting element of the package shall consist of a monthly review meeting and a monthly report that will include; number of incidents, speed of response, speed of resolution, nature of the incidents (to look for trends), highlight any remedial work required on the platform and further actions.

#### **Submission of Performance Reports**

Reports will be submitted on a date agreed with the Client

Data collection dates will be agreed with the Client

## SCHEDULE 4

### 1. Data Processing

Type of Personal Data	Category of Data Subject	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing
Name, email, organisation	Client's employees and Clients	To resolve IT service issues	Resolving individual account issues	<1h