Terms and Conditions

Driving Secure Digital Transformation

May 2022

GCloud13

Standard GCloud13 Cloud Software and Support Services Terms and Conditions

These terms and conditions form part of the Agreement made between Viewdeck Consulting Limited (VCL) whose registered office is at 3rd Floor, 207 Regent Street, London, UK, W1B 3HH and "the Buyer" as listed in the GCCA.

1.   Definitions

1.1.   Buyer Content" Means the Buyer's software, data, documents, audio, video, or any other content placed on the system.

1.2.   "Confidential Information" of a party (the "Disclosing Party") means all information of the Disclosing Party, which has value by virtue of not being publicly known and which is disclosed or otherwise made available to the other (the "Receiving Party") under this Agreement;

1.3.   "GCloud Call Off Agreement" or "GCCA" means the order form document which lists the Services Buyer has chosen and the related fees and together with these Terms forms a written Contract between the Parties;

1.4.   "Fee(s)" means the fee(s) set out in the GCCA;

1.5.   "Force Majeure" means any event beyond the reasonable control of the affected party;

1.6.   "Initial Term" means the minimum term for which VCL will provide the Services as set out in the GCCA;

1.7.   "Open-Source Software" means any software licensed under any form of opensource licence meeting the Open-Source Initiative's Open-Source Definition (https://opensource.org/osd-annotated) or substantially similar licences.

1.8.   "One Time Installation Fee" means any initial installation charge as set out on the GCCA or as otherwise agreed in writing between the Parties;

1.9.   "Services" means the services to be provided by VCL as set out in the GCCA which may include hosting services.

1.10.   "Service Levels" means service level commitments set out in the SLA where applicable.

1.11.   "Third Party Software" Means software which is not owned by VCL or the Buyer (but excluding Open-Source Software) In this Agreement, unless the context otherwise requires, words suggesting the singular include the plural and vice versa and words suggesting the masculine include the feminine and vice versa. Headings are used for ease of reference only and do not affect the interpretation of this Agreement.

1.12.   "Deliverables" means artefacts, documents and material created as part of delivering Cloud Services.

1.13. "VCL Materials" means VCL tools, methodologies, research and data, software, software documentation and other materials generated, provided, or made available by VCL in the course of performing the Services in each case, whether in hard copy, electronically or otherwise, together with all intellectual property rights in the VCL Materials.

2. The Agreement

2.1. This means the agreement made by the Parties which comprises the framework conditions referred to therein, the GCCA Contract and these terms and conditions collectively the "Agreement" and which shall be interpreted in the order of precedence as stated in the framework conditions in the event of any inconsistency or conflict (and subject to clause 8.2 in below in respect of Third Party Software), namely in the following order of precedence:

2.1.1. The framework conditions.

2.1.2. The GCCA.

2.1.3. These terms and conditions.

2.2. The Agreement shall be deemed to have been accepted by the Buyer upon the first of (i) the Buyer's signature of the GCCA, (ii) the Buyer's instruction to commence work, (iii) VCL starting work or (iv) the Buyer's payment of any agreed fee.

2.3. Variations or additions to the Agreement can be made. However, authorised representatives of both Parties must agree to the variations or additions beforehand in writing.

3. Provision of Services

3.1. VCL warrants that it will perform the Services described in the GCCA with reasonable skill and care and in a good and workmanlike manner. The standard by which the performance of the Services will be measured is the professional standard expected of an experienced provider of consultancy services.

3.2. VCL will use staff or consultants with appropriate skills and experience for the provision of the Services. VCL may replace those staff or consultants provided that the replacement staff or consultants have appropriate experience and suitability.

3.3. VCL agrees to deliver the Services within a reasonable time. Both Parties will use all reasonable endeavours to meet any target date, project plan or timetable referred to in the Agreement.

3.4. Except as expressly provided in the GCCA, no representation, warranty, or condition, express or implied, statutory, or otherwise, is given by VCL and all such representations, warranties and conditions are excluded except to the extent that their exclusion is prohibited by law. Although VCL has used its reasonable endeavours to ensure that its third-party sources are reliable, VCL shall not be liable, whether in contract, or otherwise, for any damage suffered by the Buyer as a result of information provided by third parties and contained in the Deliverables being inaccurate or incomplete.

4. Fees and Payment

4.1. The GCCA sets out the fees, costs, and expenses for the Services. Fees for consultancy based on time and materials or on an estimate do not constitute a fixed price. Fees which are considered to be subject to a Fixed Price shall be explicitly stated to be such in the GCCA.

4.2. All fees, costs and expenses referred to in the GCCA are exclusive of VAT, sales, and similar taxes of any kind.

4.3. The Buyer shall pay all fees, costs and expenses related to the Service upon VCL presenting its VCL's invoice.

4.4. In the event that invoices are not paid within 30 days from presentation of the invoice, VCL will be entitled to suspend performance of the Services and/or to charge interest on any outstanding amount.

5. Confidentiality

5.1. In this section "Confidential Information" means any information (in whatever form) which is of a confidential nature and which relates to a Party's business or that of its group companies (for the purposes of this Agreement, a group company is a company controlling, controlled by or under common control with a Party to this Agreement), the provision of the Services or the Agreement and which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or which the Receiving Party learns during the provision of the Services or otherwise as a result of entry into this Agreement.

5.2. The definition of Confidential Information does not include any information: which is already known by the Receiving Party without an obligation of confidence; or which is or comes into the public domain without breach of this Agreement; or which is independently developed or created by the Receiving Party without use of the Confidential Information supplied; or lawfully received from a third Party without obligation of confidence.

5.3. The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as it treats its own confidential information and, as a minimum, with reasonable care.

5.4. During the provision of the Services and for three (3) years from completion thereof or other termination of this Agreement, the Receiving Party agrees that it will keep the Disclosing Party's Confidential Information confidential and subject to clause 5.5 below not disclose such Confidential Information to any third Party.

5.5. The prohibition referred to in clause 5.4 above will not apply where disclosure of the Confidential Information is:

5.5.1. Reasonably required by a company within the same group;

5.5.2. Reasonably required by the Parties' advisors or sub-contractors;

5.5.3. Provided that any disclosure as a result of the exceptions in clauses 5.5.1 and 5.5.2 above and 5.5.4 below will only be made if such third Party is under a no less onerous obligation of confidentiality than as set out in this Agreement.

5.5.4. Reasonably required if as a part of the provision of the Services the Buyer requires VCL to collaborate with any third-Party supplier or other group company of the Buyer.

5.5.5. Required by a court or by law or by a regulatory authority. The Receiving Party shall give as much notice to the Disclosing Party as is reasonably practicable in the circumstances, and the Receiving Party shall assist the Disclosing Party in limiting the extent of such disclosure;

5.5.6. Consented to in writing by the other Party.

6.   Buyers Obligations

6.1.   VCL may need access to the Buyer's facilities, information, and resources for and during the provision of the Service. The Buyer, without charge to VCL, will provide access to these to the extent reasonably requested by VCL and shall cooperate with VCL to the extent reasonably required to achieve the objectives set out in the Agreement.

6.2.   Buyer shall ensure that its network and other IT infrastructure complies with the relevant specifications and is suitable for accessing the Services as notified to it by VCL. VCL shall not be responsible for Services failure caused by Buyer's IT infrastructure hardware or Buyer's network problems.

6.3.   When using the Services, the Buyer shall not transmit any viruses or any material deemed unlawful, defamatory, obscene, or racially or ethnically offensive or any other illegal activity. VCL reserves the right to withdraw the Services if this clause is breached.

6.4.   The Buyer shall ensure that each Buyer authorised user shall keep a strong and secure password for their use of the Services. Such password shall be kept confidential and shall be changed frequently.

6.5.   Buyer shall be responsible for regularly backing up all Buyer Content and VCL shall not be liable for any data loss as a result of insufficient Buyer backups being taken.

7.   Intellectual Property and Rights of Use.

7.1.   Intellectual Property ("IP") means all forms of intellectual property, including, without limitation, property in and rights under copyright, patents, conceptual solutions, circuit layout rights, performance rights, design rights, designs, database rights, trade names, trademarks, service marks, methodologies, ideas, processes, methods, tools and knowhow and entitlement to make application for formal (or otherwise enhanced) rights of any such nature.

7.2.   IP and rights to IP owned by either Party on the date of the Agreement or created outside the terms of this Agreement and all modifications thereto and derivative versions thereof created during the Services ("Background IP") shall remain the property of that Party.

7.3.   The Buyer hereby grants to VCL a royalty-free, non-exclusive licence to use the Buyer's Content as required to allow VCL to perform its obligations under the Agreement.

7.4. VCL shall have no right, title or interest in IP owned by the Buyer. IP created or developed by VCL within the provision of the Services ("Foreground IP") and rights to such IP will be owned by VCL.

7.5. VCL hereby grants a non-exclusive, non-transferable, non-sub-licensable revocable right to access and use any software required as part of the Services in object code only (where software) for the duration of the Service. At the end of the Service the right referred to in herein will be terminable by VCL. Access and use of any software required as part of the Service may be withdrawn or disabled in the event of prolonged non payment of VCL invoices.

7.6. VCL warrants that to the best of VCL's knowledge and belief the results of the Service shall not infringe the copyright of any third party.

7.7. The Buyer warrants that:

7.7.1. VCL's use of the Buyer Content does not infringe any copyright, trademark, trade secret or other right of any third party and:

7.7.2. in all material respects, the Buyer Content is true, accurate, complete, and not misleading.

7.8. VCL shall retain sole and exclusive ownership of the Deliverables created as part of the Services and the VCL Materials, together with all intellectual property rights in the VCL Materials.

7.9. Nothing shall preclude VCL from rendering services to others or developing other products or services that are competitive with, or functionally comparable to, the Services. VCL shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that VCL shall not use or disclose any of the Buyer's Confidential Information.

7.10. The Buyer shall retain its intellectual property rights in all proprietary materials that the Buyer supplies to VCL. If the Buyer provides VCL with Buyer Content, the Buyer grants to VCL a non-exclusive, royalty-free, paid-up licence to use the Buyer Content for the purpose of fulfilling its obligations under the GCCA.

7.11. Subject to the payment in full of the applicable fees set out in the GCCA, VCL grants to the Buyer for internal purposes only a worldwide, non-exclusive, royalty-free, perpetual licence to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. The Buyer may disclose the Deliverables to:

7.11.1. its external auditors and/or accountants,

7.11.2. third parties who have signed appropriate confidentiality agreements with the Buyer and who are engaged by the Buyer to review or implement suggestions for the Buyer's business or to further research the issues contained in the Deliverables, provided that the confidentiality agreement prohibits the relevant third party from using the Deliverables for any other purpose, and;

7.11.3. governmental or competent regulatory authorities as required by law or regulation.

8.   Third Party Services/Software

8.1.   VCL may provide such open source and third-party software and/or services as part of the Service as detailed in the GCCA as a requirement and may also provide product support for them if detailed specifically in the GCCA as a requirement, on the licensing terms for such open source and third-party software.

8.2.   Buyer agrees that the use of Third-Party Software is in accordance with the Third-Party Software owners standard licence terms and is at Buyer's sole risk and VCL are not responsible in any way for their performance, features or failures and gives no warranty in this regard.

8.3.   Buyer agrees that its use of Open-Source Software will be in accordance with the open-source licence terms and is at Buyer's sole risk and VCL are not responsible in any way for their performance, features or failures and gives no warranty in this regard.

8.4.   The Buyer's rights to use the Software are subject to the usage rights granted by the Third-Party Software owner. The Buyer acknowledges that the usage rights of Third-Party Software may vary from product to product and agrees to abide by such rights. The Buyer is deemed to accept the usage rights in relation to the software set out in the GCCA by placing the order with VCL or by VCL commencing the Services, whichever is the sooner.

8.5.   The Buyer agrees that any software provided by VCL, or Third-Party Software owner will remain the property of the VCL and/or Third-Party Software owner respectively and cannot be taken, transferred, sub-licenced or re-assigned. Clause 8.5 does not apply in respect of Open-Source Software used as part of the Services.

9.   Service Availability

9.1.   See schedule 1 to this agreement.

9.2.   VCL shall use its reasonable endeavours to make available to the Buyer access to the Services but it shall not, in any event, be liable for interruptions of Service or down-time of the hosted server (including but not limited to where the Services are unavailable due to planned maintenance, emergency maintenance or faults attributable to any third party, including hosting suppliers).

10. Hosted services on the Cloud

10.1. See schedule 1 to this agreement.

10.2. Where hosting services are provided as part of the GCCA "Hosted Services" the Buyer shall be solely responsible for its data and of the means by which the Buyer acquires data. Buyer agrees that the "Hosted Services" are used for its own internal use only and shall not transfer or assign or lease their use in any way nor use them commercially to provide products to any End-Users. Buyer shall use reasonable endeavours to prevent unauthorized access to or use of the Hosted Services. Hosted Services may be subject to limitations made by VCL. Any such limitations will be specified in the applicable user documentation or on the web site.

10.3. Buyer shall be responsible for security, protection and back up of all of its Buyers Content.

11. Termination

11.1. Either Party may at any time and without cause terminate the Agreement on giving twelve months written notice of termination to the other Party.

11.2. Upon termination under clause 11.1, the Buyer shall pay VCL all sums due in respect of the Service provided and expenses incurred prior to termination.

11.3. Either Party may terminate the Agreement forthwith by written notice if the other Party 6 commits an act of bankruptcy or goes into liquidation or is put into liquidation (other than for a proper commercial purpose and whilst solvent) or a receiver is appointed, or an administration order is made in respect of it.

11.4. Either Party may terminate the Agreement forthwith by written notice if the other Party commits a material breach of the Agreement and, provided that such breach is capable of remedy,has failed to remedy the breach within 30 days of receipt of a written notice from the other Party identifying that the breach has occurred.

11.5. Involvement by either Party in unethical business practices shall always be considered a material breach which is not capable of remedy. Such practice includes, but is not limited to, either Party or anyone acting on a Party's behalf (with or without the knowledge of that Party):

11.5.1. engaging in any unethical or illegal activities in connection with the project or any agreement related to the project;

11.5.2. offering or giving any bribes or gifts to any individual or organisation involved in any way with the project;

11.5.3. requesting or accepting any bribes or gifts from any individual or organisation involved in any way with the project;

11.5.4. offering or paying any commission or other payment to any individual or organisation involved in any way with the project unless the full circumstances of such commission or payment are declared in writing to the other Party and, where applicable, any end-Buyer in advance; or

11.5.5. accepting any commission or other payment from any individual or organisation involved in any way with the project unless the full circumstances of such commission or payment are declared in writing to the other Party and, where applicable, any end-Buyer in advance

11.5.6. a breach of Third-Party Software owner's Acceptable Use Policy.

11.6. Termination shall not affect any accrued rights or liabilities arising out of the Agreement.

12. Liability, Limitations and Exclusions

12.1. Neither party excludes liability for death or personal injury to any person due to its negligence or the negligence of its employees or any other liability which cannot be lawfully excluded or limited.

12.2. For liability for physical damage to or loss of the other Party's tangible property as a result of default (whether in contract, tort or under any other cause of action), liability will be capped at £1,000,000 in respect of any one incident or series of connected incidents and is further capped at a maximum aggregated amount of £1,000,000 per annum in respect of all claims falling within the ambit of this clause.

12.3. In respect of any liability other than those falling within clauses 12.1 and 12.2 above, VCL's total liability arising out of or in connection with the GCCA (whether in contract, tort or under any other cause of action) shall not exceed in aggregate 100% of the total fees paid by the Buyer for the Services which gave rise to the claim during the preceding 12 months. This reflects Clause 24 of the GCCA.

12.4. Neither Party shall in any circumstances be liable to the other whether in contract, tort (including negligence) or otherwise for:

12.4.1. Any loss of profit, loss of contracts, loss of benefit, loss of production, loss of availability, loss of data, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by the other Party.

12.4.2. Any consequential, indirect, or special loss or damage howsoever arising and of whatsoever nature.

12.4.3. Any punitive or exemplary damages.

12.5. Nothing in this Clause 10 shall affect or limit the Buyer's obligation to pay sums properly due under the Agreement.

12.6. The express terms of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings, and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

12.7. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation.

13. Non-Solicitation and the Transfer of Undertakings and (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')

13.1. The Buyer shall not, either during the provision of the Services or for a period of six months from completion of the Services, employ or offer employment to any member of VCL's project team.

13.2. The Buyer agrees that if TUPE applies on the start date of the provision of the Services, it will use its reasonable endeavours to obtain, and shall disclose to the Service Provider any such information as it does so obtain, details of the identity, terms of employment (including pension arrangements) and all other relevant details of transferring employees.

13.3. The Buyer shall indemnify VCL (or shall procure that the legacy provider of Services shall indemnify VCL) from and against all losses, costs, awards, liabilities and expenses (including reasonable legal fees) incurred by VCL in connection with or as a result of any claim by any employee or former employee of the Buyer or the legacy provider that is being transferred in respect of such person's employment with the Buyer or the legacy provider, during the period up to and including the Services commencement date.

14. Third Party Rights

14.1. No person or entity other than the Buyer shall have any rights to enforce any of the terms of the Agreement against VCL under the Contracts (Rights of Third Parties) Act 1999.

14.2. VCL does not accept any liability, howsoever arising, under the Agreement to any person or entity other than the Buyer to the extent permitted by law.

15. Assignment

15.1. Neither Party shall assign the Agreement without the other Party's prior written consent (not to be unreasonably withheld or delayed). This clause shall not prevent VCL from sub-contracting all or part of the Services.

16. Data Protection

16.1. Each Party warrants to the other that it has complied with and will continue to comply with the provisions of the Data Protection Act 1998 (DPA) any subordinate legislation passed under that Act and with the General Data Protection Act, 25 May 2018, in particular prominent Recitals 39 and 50, in relation to the Agreement.

16.2. Buyer shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Buyer Content.

16.3. Where VCL is processing any personal data, the Buyer shall be the Data Controller and VCL shall be the Data Processor as defined in the DPA and the Buyer shall be liable to ensure that it is legally entitled to transfer such personal data.

16.4. VCL shall only be authorised to use such personal data for the provision of the Service unless VCL is required to disclose under a legal obligation.

17. Service Maintenance

17.1. See Schedule 1 of this agreement.

17.2. Service maintenance shall take place in accordance with a schedule to be mutually agreed unless such Service maintenance is an emergency in which case VCL shall use reasonable endeavours to provide sufficient notice to the Buyer to enable it to protect its data.

17.3. Service maintenance shall not form part of any Service Level availability calculation.

18. Notices

18.1. Where the Buyer is required to give notice in writing to VCL, the notice must be addressed to the individual who signed the Agreement on behalf of VCL at the address set out in the Agreement with a copy to the Company Secretary, at Viewdeck Consulting Limited,3rd Floor, 207 Regent Street, London, UK, W1B 3HH.

18.2. Where VCL is required to give notice in writing to the Buyer, the notice will be addressed to the person who signed the Agreement (or that person's successor) at the address stated in the Agreement (or current place of business if VCL knows this to be different).

18.3. All notices in writing must be sent by post or delivered by hand to the addressee.

18.4. In the absence of evidence of earlier delivery:

18.4.1. A notice sent by post will be deemed to have been served two business days after posting.

18.4.2. A notice delivered by hand will be deemed received on delivery.

19. Force Majeure

19.1. Neither VCL nor the Buyer will be liable for any failure to perform their obligations, or delay in the performance of their obligations, if the failure or delay is due to causes outside their reasonable control.

20. Publicity

20.1. Neither Party shall make any statement about the Service to the press or the public without the other Party's written consent.

20.2. Buyer recognises and acknowledges that VCL may be required to make a regulatory announcement concerning this Agreement in accordance with London Stock Exchange rules and no such prior written consent shall be required in such circumstances.

21. Severability

21.1. If any provision or part of a provision of the Agreement is held to be invalid, illegal, or unenforceable that part shall be severed, and the remaining provisions shall continue to be valid and enforceable as if the Agreement had been executed with the invalid provision omitted.

22. Bribery & Corruption

22.1. The Parties hereby confirm that they have "adequate procedures" in place in accordance with the Bribery Act 2010.

23. Applicable Law & Jurisdiction

23.1. The Agreement shall be governed by and construed in accordance with the laws of England.

23.2. Any dispute arising out of or in connection with the Agreement will be subject to the exclusive jurisdiction of the English Courts.
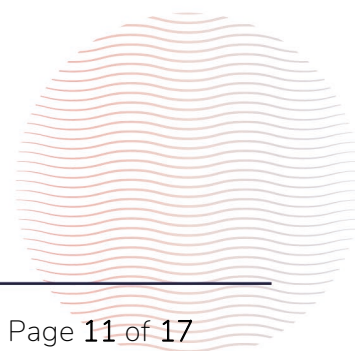
Schedule 1 : Service Support Provision and Specification

This Schedule forms an integral and binding part of and is subject to the Terms and Conditions above.

Introduction

This document outlines the types of service and the service levels that Viewdeck offer in support of its service. It also documents the service details relating to a specific customer.
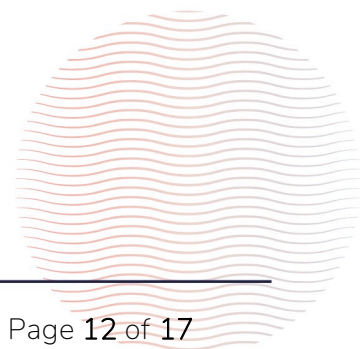
1.   Service

Viewdeck Support and Service desk provides a range of options to meet your specific requirements, based upon the service and business need. Our support channels include telephone, web, Slack and email support to users of the service. This provides an ITIL aligned help desk, with standard reporting, incident management and problem management processes using an application toolset, with an SLA reporting back to the customer.

Our support helpdesk is available, during normal working hours, to log support calls for any incidents. Standard support hours can be extended by agreement. Each customer call is logged, in our remote management system, and providing a unique call reference number, enabling you to track your issue, providing ease of exchange during incident resolution.

Our fully trained team collaborate directly with our clients to manage and resolve support queries using telephone support, remote access, and on-site visits, where requested.

Our Standard Support provides clients with monthly reports, remote problem management enquiries and monthly client engagement to provide integration into the client's service architecture and federated service models.

Our Service Desk can offer Bronze, Silver and Gold support levels and 1st, 2nd and 3rd line support depending on the clients needs.

2. Service Offerings

Viewdeck provides the following service offerings :-

Support Level	Hours	Description
Bronze	9am -5pm Weekdays	Support aligned to UK/European working day. Telephone and email support as standard. Monthly reporting is provided.
Silver	9am – 5pm, 7 days a week	Support aligned to UK/European working day including weekends. Telephone and email support as standard. Monthly reporting is provided with quarterly service reviews
Gold	24hours, 7 days per week	Support aligned to global working. Chat also included via Slack as standard. Monthly reporting is provided with quarterly service reviews plus a named service manager.

The Viewdeck Service can be provided with the following options to suit the customers' needs

Support Option	Description
Managed Support Option 1st, 2nd and 3rd line support	Customer users directly interface to 1st line service desk provided by Viewdeck. Viewdeck also provide: ▪ 2nd line service support offering configuration level remediation ▪ 3rd line technical change at infrastructure level.
Configuration & Technical Support Option 2nd and 3rd line support	1st line service desk managed by the customer, routed to Viewdeck as appropriate. Viewdeck only provides: ▪ 2nd line service support offering configuration level remediation. ▪ 3rd line technical resolution at infrastructure level.
Technical Support Option 3rd line support only	1st and 2nd line are managed by the customer (i.e., service desk and configuration level support). ▪ Viewdeck only provides 3rd line technical level resolution

3. Service Levels

Viewdeck classifies and provides the following for incidents that are raised to the service desk. Incidents raised with the Service Desk will be triaged and responded to within 30 Minutes and actioned accordingly.

Priority code	Urgency of response	Target response (within core hours)	Target resolution (within core hours) (M-F x 9-5)
P1	Immediate, sustained effort using all necessary and available resources until service is restored.	Immediate response, action within 15 Mins (Enterprise 24x7) , 1 hour (Outside Support Hours)	4 hours
P2	Immediate response to assess the situation, staff may be interrupted and taken away from low or medium priority jobs.	Immediate response (within contracted Service Hours), action within 2 hour	1 working day
P3	Response using standard procedures and operating within the normal frameworks	Email notification of call being logged (within contracted Service Hours) 1 hour. Response by email or phone within 1 working day.	2 working days
P4	Response using standard procedures and operating within the normal frameworks as time allows.	Email notification of call being logged (within contracted Service Hours) 1 hour. Response by email or phone within 1 working day.	5 working days
P5	Response using standard procedures and operating within the normal frameworks as time allows	Email notification of call being logged (within contracted Service Hours) 1 hour. Response by email or phone within 1 working day.	10 working days

Our Service Level Objective aims to resolve 90% of incidents within the target resolution time.

All P1 and P2 events are allocated an Incident Manager to see and manage incidents through to successful resolution. Client help desks will be informed and updated as the incident resolution evolves. The Incident Manager will provide SPOC for the client, provide regular reporting back, and coordinate activity between various resolver groups as necessary to ensure successful resolution.

On successful resolution of P1/P2 incidents, a major incident report will be completed. The VCL Service Incident Team will author and publish this report within 10 working days. (In the case of 3rd line support only, we will provide technical details and any residual actions to the client's service incident team for inclusion in their Service Incident Report).

4.   Service Hours

Standard Service hours for 2nd and 3rd line support are Monday to Friday 09.00 to 17.00.

5.   Service Requests

Viewdeck also offer the ability to agree and implement service changes. Service changes are standard repeatable changes that once confirmed can be implemented by raising to the Service Desk. These will then be implemented by Viewdeck without further need for approval and will then be charged as per the Customer agreement.

6.   Service Level Maintenance

We adopt a controlled approach to solution maintenance and patching to ensure continuity and availability. Services will be patched and maintained in accordance with best practice, our service level agreement (SLA) and our ISO27001 operational principles. The underlying operating system and supporting infrastructure will be patched regularly (at least monthly) for non-urgent/non-security related patches. Most operational systems will have host security patches deployed automatically as soon as they become available.

All technical services will have the need for planned service outages from time to time as a result of technical, operational or security events. Cloud Services can run on shared infrastructure and may be subject to unplanned or very short notice service outages. Although the technical design provides high availability, the need for planned service outage has to be considered. As part of the Service Design process, planned outage windows will be agreed. Normal, non-critical service outages, where necessary, will be informed, and agreed, at least 5 working days in advance. Critical changes that need to be acted on will be relayed to the customer ideally 2 hours in advance but may need to be at shorter notice in extreme circumstances. Requests to postpone or avoid these outages for operational reasons will always be considered and agreed mutually as a risk managed loss. This includes, for example, the provision of technical means to overcoming compact and underlying failures. The SLA will reflect the projected availability levels, and correspond to design, architecture, and underlying components. As part of the solution provisioning, automatic recovery and availability will be tested in common and predictable scenarios. Cloud Services have, by design, inherent weaknesses that can lead to frequent outages and changes. Viewdeck services are designed and built to overcome problems that we and others have seen, but as with all solutions, removing all single points of failure is often not 100% possible. The Solution includes a number of resilient components to provide a stepped route to service recovery, some of which are automated (HOT), some on standby (WARM), requiring service desk action, and as a last resort, Disaster Recovery, with the Service being re-established in a new environment as quickly as possible.

Viewdeck uses "infrastructure as code"/DevOps provisioning for all its services, ensuring consistent, automated rebuilding of capabilities in the unlikely event of the need to rebuild a capability from scratch. Our Services include the ability to distribute, shared, multi-honed,

geographically dispersed designs, targeted on different IaaS providers to reduce the risks to failures.

7. Customer Authorised Service Representatives

The customer must nominate service representatives that the customer agree can act on their behalf when interacting with Viewdeck. This is to ensure the security and integrity of the service is not compromised by unauthorised actions. In order to do this Viewdeck will keep on record the name of the nominated customer representatives and will only interact with these nominees.

Raising A Ticket for an Incident

In the event of an issue affecting system availability which cannot be resolved by the Customer, please provide the following details, to assist with resolution to the Viewdeck Service Desk:

- Confirm network connectivity is not a cause of the issue
- Determine the process/use case to create the error
- Capture the error Message and/or description of symptoms/impacts
- Obtain screen captures of error messages
- Assess the priority of the error aligned to the incident priority table above.

A ticket can be raised as follows:

By Phone

- Use the following number - **020 3384 3350**
- For P1 and P2 issues this can be used at any time. For all other incident levels this is only available during service support hours (depending on the service support level you have contracted for).
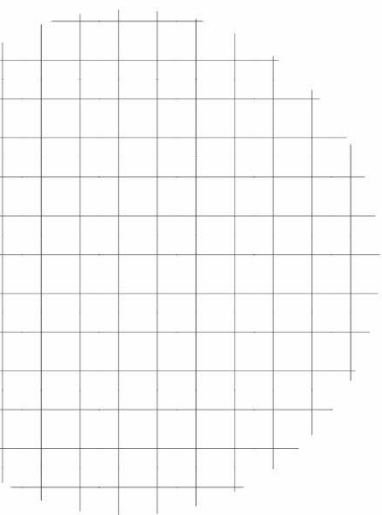- Note this service uses an automated answering service outside of normal office hours.

By email

- Using the following email address – **service-desk@viewdeck.com**
- This can be used at any time.

By Web Chat

- Where web chat is part of the service support option
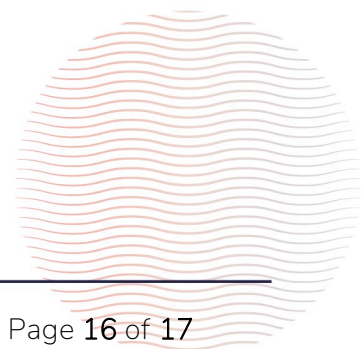
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