



G-Cloud 14 Supplier Terms

May 2024

1. Parties

- 1.1. These Supplier Terms form part of, and supplement, the G-Cloud 14 Framework Agreement and Call-Off Contract (together with any Orders placed under the Call-Off Contract) between the Buyer (as defined in the relevant Order Form) and The Dextrous Web Ltd, a company registered in England and Wales under number 6617101, trading as “dxw” (“the Supplier”).

These Supplier Terms apply to the services to be provided to the Buyer by the Supplier, as set out in the relevant Order Form.

IT IS THEREFORE AGREED THAT

2. Definitions

- 2.1. The following additional definitions supplement the G-Cloud 14 Framework Agreement:
 - 2.1.1. **Acceptable Use Policy**
Acceptable Use Policy refers to the [appendix to this document below](#), which sets out restrictions on the way any services provided by the Supplier may be used.
 - 2.1.2. **Charges**
The cost to the Buyer in respect of the services provided.
 - 2.1.3. **Emergency Support Ticket**
An Emergency Support Ticket is as defined in the Service Level Agreement.
 - 2.1.4. **Hosting**
Hosting is the service provided by the Supplier to the Buyer for the

software and hardware infrastructure, on which the Supplier will host the Web Service.

2.1.5. **Monitored Time**

Monitored Time is the days and times the Supplier is available for carrying out the services under this Call-Off Contract.

2.1.6. **Overprovisioned Capacity**

Overprovisioned Capacity is a quantity of computing time, or any other resource, which is made available to the Web Service but is in excess of the quantity the Supplier believes the Web Service will require. It is allocated in order to reduce the risk of failure when websites are launched whose capacity requirements are uncertain.

2.1.7. **Proposal**

A Proposal is a document defined in clause 3.

2.1.8. **Service Level Agreement**

Service Level Agreement refers to the [appendix to this document below](#), which sets out our responsiveness targets.

2.1.9. **Service Maintenance**

Service Maintenance is the service provided by the Supplier to the Buyer for maintaining the security and readiness of the Web Service and Urgent priority Support Tickets relating to the Web Service as defined in the Service Level Agreement.

2.1.10. **Service Support**

Service Support is the service provided by the Supplier to the Buyer for the availability, time, and attention of the Supplier's staff for non-emergency issues and non-Urgent priority Support Tickets related to the Web Service..

2.1.11. **Service Usage**

Service Usage is the accumulated chargeable usage of Hosting and of Service Support in a given period.

2.1.12. **Support Ticket**

A Support Ticket is as defined in the Service Level Agreement.

2.1.13. **Web Service**

The application or website the Supplier is hosting and supporting on behalf of the Buyer.

3. Proposal

3.1. Before providing any services under this Call-Off Contract, the Supplier will provide a Proposal.

3.2. The Proposal will contain:

3.2.1. A description of the steps the Supplier has taken to make an initial assessment of the resources the Web Service is likely to require;

3.2.2. A description of the resources the Web Service is likely to require;

3.2.3. Details of Overprovisioned Capacity, if any;

3.2.4. A description of the Monitored Time offered by the Supplier and how it is to be used, usually a combination of the following:

3.2.4.1. Working hours – 10:00–18:00 on weekdays excluding bank holidays – for any priority Support Ticket;

3.2.4.2. Extended hours – 08:00–10:00 and 18:00–20:00 on weekdays excluding bank holidays – for emergencies only;

3.2.4.3. 24/7 for emergencies only;

3.2.5. A breakdown of the Supplier's predicted monthly Charges, showing separately the predicted Charges for Hosting, Service Maintenance, Service Support, where applicable, and any other services provided by the Supplier as part of the Proposal;

- 3.2.6. A breakdown of any costs to migrate the Web Service onto the Hosting platform, if applicable;
- 3.2.7. Anything else that the Supplier has agreed to provide as part of the services under this Call-Off Contract.
- 3.3. The Proposal the Supplier provides will represent its best understanding of the requirements that the Buyer has, at the time it was written. By accepting the Proposal, the Buyer confirms that it:
 - 3.3.1. Agrees that the Supplier's recommendations are appropriate based on the information available;
 - 3.3.2. Understands that the breakdown of Charges in the Proposal is a prediction based on the assumptions described in the Proposal; and
 - 3.3.3. Understands that the total Charges over the Call-Off Term may vary according to the Service Usage, the Acceptable Use Policy, and the Buyer's instructions.

4. The Supplier's services

- 4.1. The Supplier will provide the following services as part of this Call-Off Contract:
 - 4.1.1. Hosting to make the Web Service available for access over the internet, if required;
 - 4.1.2. Regular backups and backup restoration, if required;
 - 4.1.3. Storage of the Web Service, if required;
 - 4.1.4. Deployment of the Web Service;
 - 4.1.5. Availability monitoring and response as defined in the Service Level Agreement;
 - 4.1.6. Monitoring of production logs and metrics for issues of concern, including those which may be indicators of compromise;

- 4.1.7. Service Maintenance;
- 4.1.8. Service Support.
- 4.2. Unless otherwise agreed in writing by the Parties, the Supplier will not, under this Call-Off Contract, provide any service not specified in clause 4.1, including:
 - 4.2.1. Support for any third-party services upon which the Web Service relies.
- 4.3. The services provided to the Buyer under this Call-Off Contract must only be used in accordance with the Acceptable Use Policy, which forms part of this Call-Off Contract.

5. Availability

- 5.1. The Buyer agrees that occasional unavailability of its website is not something that can reasonably be avoided.
- 5.2. Nonetheless, the Supplier will use reasonable efforts during Monitored Time to ensure that the Web Service is accessible over the internet at all times, excluding periods of planned maintenance as described in clause 5.5.
- 5.3. If despite the Supplier's reasonable efforts the Web Service is unavailable outside of a period of planned maintenance as described in clause 5.5, the Supplier will (subject to clause 5.4) on request refund or waive the Hosting Charges for any period of unavailability longer than one hour.
- 5.4. Clause 5.3 shall not apply if the unavailability is a result of Force Majeure Events.
- 5.5. From time to time, the Supplier may need to make the Web Service unavailable in order to carry out essential maintenance. The Supplier will use reasonable efforts to give the Buyer as much notice as possible when planned unavailability will occur.

6. Enhancement of the service

- 6.1. The Supplier may at any time make changes to the Hosting without giving notice. The Supplier will inform the Buyer as soon as is practical of any change which may have an impact on the Web Service or on the Service Usage.
- 6.2. The Supplier will not make any changes that remove or materially impair the supply of the services described in clause 4 of this contract, except as described by the Acceptable Use Policy.

7. Support

- 7.1. At any time, the Buyer may raise a Support Ticket.
- 7.2. The Supplier will make reasonable efforts to respond to Support Tickets following the process specified by the Service Level Agreement.
- 7.3. All contact regarding the services the Supplier provides as part of this Call-Off Contract must be made via Support Tickets.
- 7.4. The Buyer understands that any contact it makes with the Supplier that is not via a Support Ticket may be overlooked or disregarded and that any consequent failure on the Supplier's part to respond to the Buyer or to take or not take some action will not be a breach of this Call-Off Contract.
- 7.5. At any time, the Buyer may create an Emergency Support Ticket if it is experiencing a problem that meets the criteria for an emergency as described in the Service Level Agreement.
- 7.6. If the Buyer frequently creates Emergency Support Tickets in situations which do not meet the criteria for an emergency, the Supplier may withdraw the Buyer's ability to submit Emergency Support Tickets at the Supplier's sole discretion.
- 7.7. The Buyer understands that if it is experiencing an emergency but does not create an Emergency Support Ticket, the Supplier's response time may be considerably increased and the Web Service may be disrupted for a longer period as a result.

The Supplier takes no responsibility for such disruption except as described elsewhere in this Call-Off Contract.

8. Charges, usage and allowances

- 8.1. The Supplier's Charges consist of a fixed charge for Service Maintenance and time and materials charges for Hosting and for Service Support according to usage.
- 8.2. The Supplier provides an initial estimation of its Charges based on the Supplier's assessment of the Web Service's likely support requirements, as stated in the Proposal.
- 8.3. The Supplier will track all time spent providing Service Support in sufficient detail to be able to calculate the Charges for Service Support in any given month and share that with the Buyer.
- 8.4. The Buyer may specify limits to the Charges for Service Support at any time.
- 8.5. The Supplier will not ordinarily agree to a limit to the Charges if to do so would impede its ability to provide the services under this Call-Off Contract in accordance with the terms of this Call-Off Contract.

9. Required materials

- 9.1. In order to resolve Support Tickets, there will occasionally be Required Materials that the Buyer must provide.
- 9.2. The Buyer must provide Required Materials as soon as is reasonably practical.
- 9.3. If work on a Support Ticket cannot take place without Required Materials, the Buyer agrees that the Supplier shall be entitled to suspend work on that Support Ticket.

10. Quality

- 10.1. The Supplier will deliver work to a professional standard.
- 10.2. The Supplier is insured against professional indemnity to a value of £5,000,000.

- 10.3. The Supplier cannot guarantee perfect reliability.
- 10.4. The Buyer acknowledges that all software of non-trivial size contains bugs, including security vulnerabilities, and that it is not reasonably practical to deliver bug-free software.
- 10.5. The Supplier will not be liable for any loss of profits or reputation that the Buyer suffers, directly or indirectly, as a consequence of any failure of the hosting infrastructure.
- 10.6. The Buyer shall ensure that it implements and maintains measures that make it able to operate in the event of any failure. The Supplier can work with the Buyer to design or implement such measures at the Buyer's request for an agreed additional fee.

11. The Supplier's intellectual property

- 11.1. Except as provided for in clause 12, nothing in this agreement is intended to transfer any intellectual property right.
- 11.2. To the extent that it is able (either through ownership or because it is licensed under a licence that permits sublicensing) the Supplier licences all intellectual property rights in the Web Service to the Buyer for the sole purpose of carrying out this agreement, and only to the extent necessary for the Buyer to carry out this agreement.
- 11.3. To the extent that it is not able to give the licence in clause 11.2 above, the Supplier has taken reasonable steps to check that all intellectual property rights owned by third parties used in its services permit the Supplier and the Buyer to enter into this agreement and for the Buyer to operate the Web Service as envisaged under this agreement.
- 11.4. If, under this agreement, the Supplier creates works, such as computer programs and documentation, it retains all Intellectual Property rights in the works, and licences their use to the Buyer per clause 11.2 above.

12. The Buyer's intellectual property

- 12.1. To the extent that the Buyer is able, it grants the Supplier a sufficient licence over any material it supplies to the Supplier to allow it to provide the services under this Call-Off Contract for its duration.
- 12.2. To the extent that the Buyer is unable to grant the licence under clause 12.1 above, the Buyer shall take all reasonable steps to ensure that any material supplied to the Supplier that is affected by third party intellectual property rights, may be used as part of the provision of the services under this Call-Off Contract.
- 12.3. The Supplier may place links or representative screenshots of the Web Service along with the Buyer's name or logo on the Supplier's website or within other promotional material. To the extent that these materials are owned by the Buyer, the Buyer agrees to grant the Supplier a perpetual, irrevocable, non-exclusive, royalty-free licence that authorises this use.

13. Payments

- 13.1. The Supplier's Charges for Hosting, as specified in the Proposal, will be calculated every calendar month based on usage and billed in arrears.
- 13.2. The Supplier's Charges for Service Support will be billed each month in arrears.
- 13.3. Invoices are payable within 30 days.
- 13.4. The Parties can agree alternative payment schedules in writing at any point during this Call-Off Contract's term.
- 13.5. The Supplier may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, currently at 8% over the Bank of England's official bank rate.
- 13.6. The Buyer shall make payment by BACS transfer or (if agreed in advance with the Supplier) credit or debit card. The Supplier does not accept cheques.
- 13.7. Credit and debit card payments are subject to a 2.5% fee.

- 13.8. The Supplier issues invoices by email. If the Buyer requires a paper invoice to be issued instead or in addition to an email copy, the Buyer shall be liable to pay an additional fee (as notified by the Supplier).
- 13.9. VAT (where applicable) is payable on, and in addition to, all sums due under this agreement.

14. Circumstances beyond the Supplier's control

- 14.1. The Supplier will not be liable for any failure caused by industrial action or other circumstances beyond its reasonable control.

15. Termination

- 15.1. The Supplier may end this Call-Off Contract at any time by giving the Buyer 30 days' notice in writing.
- 15.2. At the end of this Call-Off Contract, the Supplier will issue a final invoice for the Buyer's usage of the services used under this agreement up to the date of termination/expiry, which the Buyer shall pay in accordance with the payment timescales set out in the Call-Off Contract.
- 15.3. In the event that the Proposal includes a service which takes place less frequently than monthly but whose cost is apportioned per month:
 - 15.3.1. If the service has already been carried out, the Buyer's final invoice will include a charge equal to the amount of the Charges for that service not yet accrued; or
 - 15.3.2. If the service has not already been carried out, no refund will be due for the Charges accrued at the time of termination.

16. Data processing

- 16.1. Upon agreeing to these terms, the Supplier will become a data processor for the Web Service. This agreement is a Data Processing Agreement for that Web Service. This means that the Supplier will:

- 16.1.1. Have adequate information security in place;
- 16.1.2. Not use subprocessors without consent of the Buyer;
- 16.1.3. Cooperate with the relevant Data Protection Authorities in the event of an enquiry;
- 16.1.4. Report data breaches to the Buyer without delay;
- 16.1.5. Keep records of all processing activities undertaken outside the Buyer's control;
- 16.1.6. Comply with EU and UK transborder data transfer rules;
- 16.1.7. Help the Buyer to comply with data subjects rights;
- 16.1.8. Assist the Buyer in managing the consequences of data breaches;
- 16.1.9. Delete or return all personal data at the end of the contract at the choice of the Buyer;
- 16.1.10. Inform the Buyer if the processing instructions infringe GDPR.
- 16.2. The Supplier will process data for which the Buyer is the controller by storing, amending, retrieving, collecting and displaying data that is used as part of the Web Service.
- 16.3. This information will be stored for up to 6 months after the end of the contract. This can be expedited and extended subject to prior agreement.
- 16.4. The Buyer will ensure that they have sufficient measures in place to protect any data they hold.
- 16.5. Any data the Supplier processes on the Buyer's behalf will be held within the European Union and United Kingdom.

17. Warranties

- 17.1. The Buyer warrants that:

- 17.1.1. It has the full capacity and authority to enter into and perform its obligations under these Supplier Terms and the Call-Off Contract and that these Supplier Terms and the Call-Off Contract are executed by a duly authorised representative of the Buyer;
- 17.1.2. It has the authority to grant any rights to be granted to the Supplier under these Supplier Terms and the Call-Off Contract and for the same to be used in the provision of the services in connection with these Supplier Terms and the Call-Off Contract;
- 17.1.3. It will comply with and use the Web Service in accordance with these Supplier Terms, the Call-Off Contract and all Laws, and shall not do any act that shall infringe the rights of any third party;
- 17.1.4. It owns or has obtained valid licences, consents, permissions and rights to use, and is permitted where necessary to licence to the Supplier, any materials reasonably necessary for the fulfilment of all its obligations under these Supplier Terms and the Call-Off Contract, including any third-party licences and consents;
- 17.1.5. The Supplier's use in the provision of the Web Service or otherwise in connection with these Supplier Terms and the Call-Off Contract of any third-party materials supplied by the Buyer to the Supplier for use in the provision of the Web Service or otherwise in connection with these Supplier Terms and the Call-Off Contract, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party;
- 17.1.6. It has used and must continue to use all reasonable endeavours to prevent malicious software from accessing systems owned by, under the control of, or used by the Buyer via its own access to these systems (including by ensuring that it uses the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimise the impact of malicious software);

- 17.1.7. In entering into the Call-Off Contract it has not committed and will not commit or agree to commit a Prohibited Act; and
- 17.1.8. At the Call-Off Start Date, all information, statements and representations it has made to the Supplier are accurate and not misleading.

18. Indemnities

- 18.1. The Buyer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Buyer's use of the Web Service, provided that:
 - 18.1.1. The Buyer is given prompt notice of any such claim;
 - 18.1.2. The Supplier complies with its obligation under clause 4.3 of the G-Cloud 14 Framework Agreement to mitigate its losses;
 - 18.1.3. The Supplier provides reasonable cooperation to the Buyer in the defence and settlement of such claim, at the Buyer's expense; and
 - 18.1.4. The Buyer is given sole authority to defend or settle the claim.
- 18.2. If the Supplier is required under the G-Cloud 14 Framework Agreement and/or the Call-Off Contract to indemnify the Buyer such indemnities are subject to the following:
 - 18.2.1. The Supplier being given prompt notice of any such claim;
 - 18.2.2. The Buyer complying with its obligation under clause 4.3 of the G-Cloud 14 Framework Agreement to mitigate its losses;
 - 18.2.3. The Buyer providing reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 18.2.4. The Supplier being given sole authority to defend or settle the claim.

Acceptable Use Policy

1. Introduction

- 1.1. dxw has created this Acceptable Use Policy to make sure that all clients understand the ways in which our services must not be used, and the action we might take if this policy is violated.
- 1.2. It is dxw's responsibility to make sure that the services we provide work optimally for as many clients as possible and that the services used by one client do not detract from the services provided to the rest.

2. The law

- 2.1. This policy and all of dxw's services are operated under the legal jurisdiction of England & Wales.
- 2.2. You must not use our services in violation of any applicable law or of any person's rights under any applicable law. Examples include, but are not limited to:
 - 2.2.1. Infringing the intellectual property rights of any person;
 - 2.2.2. Storing or disseminating material that is defamatory or otherwise infringes any person's personality rights;
 - 2.2.3. Infringing the General Data Protection Regulation (GDPR) 2016;
 - 2.2.4. For the purposes of committing an offence contrary to the Computer Misuse Act 1990.
- 2.3. You must take reasonable steps to ensure that no-one whom you have permitted to make use of our services (for example, visitors to a website) violates any applicable law or any person's rights under any applicable law.
- 2.4. In order to make sure that you comply with your obligations under the preceding paragraph, we advise that you take steps to make sure that you do not violate the national laws of any territory in which it is reasonable to believe the services we provide to you may be accessed.

3. Fair use of resources

- 3.1. Where dxw detects that a service is using an unusually large quantity of resources such as CPU time or bandwidth, we may take steps to reduce the impact of that usage, including:
 - 3.1.1. Throttling the service;

- 3.1.2. Redirecting all traffic to the service to a static holding page;
- 3.1.3. Blocking access to files, or any other problematic resource;
- 3.1.4. Deleting or otherwise removing content, files, or any other problematic resource;
- 3.1.5. Increasing the size of resources or allowances allotted to the service, at your cost.
- 3.2. If you expect any periods of unusual usage of a service or long term changes in how a service will be used, you should let dxw know in advance so that we can plan for it and reduce the potential impact it might have on other services.
- 3.3. You must not use dxw's services to send unsolicited commercial email. Please note that "commercial email" includes email from public sector bodies, and does not imply that a paid service is being offered or advertised.
- 3.4. If dxw takes any action as a result of this policy we will, as far as we are reasonably able, take steps to minimise the impact on your services and work with you to resolve any underlying problem.

4. Security

- 4.1. You are strictly forbidden from attempting to deliberately breach the security of dxw's systems or to exceed your access privileges, except for a reasonable purpose (for example, for a penetration test) where we have been consulted prior to the attempt and have given permission for it to be made.
- 4.2. If we detect any such attempt, we may:
 - 4.2.1. Remove your access to any or all dxw services;
 - 4.2.2. Take whatever steps we consider reasonable to recover from the breach;
 - 4.2.3. Notify the ICO, the NCSC, the police, or any other authority, without regard for the confidentiality provisions of any contract between us.
- 4.3. If you come across a suspected security issue in the course of using dxw's services and responsibly disclose it to us, we will not take any of the actions in clause 4.2 of this policy.

Service Level Agreement

1. Introduction

- 1.1. dxw has created this Service Level Agreement to define the minimum standard of responsiveness that clients can expect from us when using dxw's hosting and application support services.
- 1.2. The responsiveness targets given in this agreement are maximal. dxw will make best endeavours to respond to all issues as quickly as possible, notwithstanding the requirements of this agreement.
- 1.3. This agreement relates only to the timeframes within which dxw will respond to issues, and does not make any guarantees about issue resolution.

2. Definitions

- 2.1. "Support Hour" is an hour occurring during the monitored time in your contract. For example, if your contract states that you have monitoring from 08:00 to 20:00 on weekdays only, and an event occurs at 19:00 on Friday with a two Support Hour response time, that time period ends at 09:00 on Monday.
- 2.2. "Support Ticket" is an issue or query reported to dxw following the protocols defined in your contract.
- 2.3. "Working Hour" is an hour occurring between 10:00 and 18:00 on a weekday excluding UK bank holidays.

3. Triage

- 3.1. When dxw receives a new Support Ticket or a closed Support Ticket is reopened, it enters a triage queue.
- 3.2. When a Support Ticket is triaged, it is assigned a priority.
- 3.3. Support Tickets must be triaged and given a priority in the order they arrive in.
- 3.4. Support Tickets sent to support-emergency@dxw.com are considered Emergency Support Tickets and must be triaged within one Support Hour of receipt and are triaged before other Support Tickets.
- 3.5. All other Support Tickets are Non-Emergency Support Tickets and must be triaged within eight Working Hours of receipt.
- 3.6. A Support Ticket's priority is set by dxw based on our understanding of the impact and importance of the problem.

- 3.7. Please describe the problem and its impact as clearly as possible in the initial Support Ticket to allow us to set the priority appropriately.

4. Emergencies

- 4.1. Please do not create Emergency Support Tickets unless you are experiencing a genuine emergency.
- 4.2. It is an emergency if:
 - 4.2.1. A production system is completely unavailable or has performance so poor as to render the service unusable; or
 - 4.2.2. A production system may have been compromised by an attacker and the suspected attack or its impact is ongoing.
- 4.3. Emergency Support Tickets result in the immediate alerting of on-call members of dxw staff who triage and, if appropriate, respond and take action.
- 4.4. Emergency Support Tickets are triaged in the same way as other Support Tickets described above and might not be given an Urgent priority if dxw assesses the problem as not fitting the criteria.

5. Monitoring and alerting

- 5.1. Where dxw has monitoring and alerting set up, those alerts will be treated as Emergency Support Tickets when they are triggered.

6. Priority

- 6.1. There are four levels of priority that dxw applies to Support Tickets described below.
- 6.2. dxw will inform you of any changes made to a Support Ticket's priority as soon as the changes are made, including during initial triage.
- 6.3. If you have a dedicated account manager, as defined in your contract, and you believe your Support Ticket has been prioritised incorrectly, please reach out to them to discuss it.
- 6.4. If you do not have a dedicated account manager and you believe your Support Ticket has been prioritised incorrectly, please respond to the Support Ticket explaining why you think the priority is incorrect.
- 6.5. dxw makes no additional guarantees about response times to queries about priorities beyond those already described below.
- 6.6. Each priority level has two times associated with it:

- 6.6.1. “Initial response time” is the maximum time permitted between a Support Ticket being received and a member of dxw staff responding to it.
- 6.6.2. “Continued response time” is the maximum delay permitted for responses after the following triggers: a response made by dxw describing actions to be taken by dxw, a query from you about the Support Ticket other than request for an update, a response from you answering a question asked by dxw. This is reset with each response made by dxw and is counted from the earliest trigger.
- 6.7. dxw makes no guarantees about responsiveness for anything that falls outside of these two definitions.
- 6.8. The following table defines the different response times for each priority level:

Priority	Initial response time	Continued response time
Urgent	One Support Hour	Two Working Hours (though dxw will usually continue working and updating Urgent priority Support Tickets during Support Hours)
High	Two Working Hours	Eight Working Hours
Normal	Eight Working Hours	24 Working Hours (ie three working days)
Low	24 Working Hours (ie three working days)	80 Working Hours (ie two working weeks)

- 6.9. dxw may modify the priority of a Support Ticket at any time as the severity of the issue changes.

6.10. Urgent priority

- 6.10.1. A Support Ticket is Urgent priority if:
 - 6.10.1.1. A production system is completely unavailable or has performance so poor as to render the service unusable; or
 - 6.10.1.2. A production system may have been compromised by an attacker and the suspected attack or its impact is ongoing.

- 6.10.2. This description is not exhaustive and is intended as a definition by example. dxw may include other criteria at our discretion.
- 6.10.3. dxw treats Urgent priority Support Tickets as genuinely urgent and we make our best endeavour to respond to them appropriately.

6.11. High priority

- 6.11.1. A Support Ticket is High priority if:
 - 6.11.1.1. A production system has stopped performing adequately or correctly; and
 - 6.11.1.2. That loss in performance or correctness is resulting in a serious reduction in the usability or usefulness of the service.
- 6.11.2. This description is not exhaustive and is intended as a definition by example. dxw may include other criteria at our discretion.

6.12. Normal priority

- 6.12.1. A Support Ticket is Normal priority if it is not Urgent, High, or Low priority.

6.13. Low priority

- 6.13.1. A Support Ticket is Low priority if:
 - 6.13.1.1. It requests information about the service, its normal operation, or related services; or
 - 6.13.1.2. It requests a significant change in functionality for the service; or
 - 6.13.1.3. It requests work where a delay has little or no impact on normal functioning of the service.
- 6.13.2. This description is not exhaustive and is intended as a definition by example. dxw may include other criteria at our discretion.