

Service Specific Terms – Managed Services

1. The following terms will apply to the provision of Support and IT Managed Services by Artemis pursuant to an Order:

2. Agreement

2.1 Each Order between Artemis and the Customer will incorporate the IT Managed Services General Terms and any applicable Service Specific Terms (together, the **Agreement**).

2.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) IT Managed Services General Terms.

3. Services

3.1 In consideration of payment of the Charges set out in the Order by the Customer to Artemis, and subject to the terms and conditions of this Agreement, Artemis shall provide the Support and IT Managed Services to the Customer.

3.2 For the avoidance of doubt, Artemis shall not be under any obligations whatsoever to commence the Support and IT Managed Services until and unless the Order has been approved and agreed to by the Customer.

3.3 Artemis shall use reasonable skill and care to ensure that the Support and IT Managed Services are properly managed and are provided to the standard that would be reasonably expected from a competent provider of services of the nature of the applicable service.

3.4 If required by the Customer, Artemis shall provide monthly service delivery reports in relation to the Support and IT Managed Services.

3.5 Artemis and the Customer may from time to time mutually agree to additional or alternative services by executing an additional or alternative Order, which shall be subject to the terms and conditions set out in this Agreement.

4. Management Services

4.1 Subject to section 11.1, in respect of the Customer's hardware, Artemis may from time to time advise the Customer in relation to:

4.1.1 the duration and/or expiry of any applicable warranties and guarantees;

4.1.2 elements of the hardware which may have reached, or are nearing, their end of life; and

4.1.3 replacements to the hardware.

5. Monitoring and Maintenance Services

5.1 Artemis shall use reasonable endeavours to provide the following:

5.1.1 installation and maintenance of the Customer's software, hardware and network infrastructure, where necessary in Artemis's sole opinion;

5.1.2 24/7 monitoring the hardware and performance of the System, including daily server checks; and

5.1.3 providing the Customer with alerts.

6. Support

6.1 Within the Working Hours, following:

6.1.1 receipt of a Fault report in accordance with section 7; and

6.1.2 Artemis's acknowledgement that such Fault has been logged on its support system,

Artemis shall use reasonable endeavours to comply with the applicable Service Levels in providing the Support.

6.2 Within the Working Hours, Artemis shall use reasonable endeavours to identify, diagnose and rectify Faults in the System:

6.2.1 by telephone, email and/or remote access; or

6.2.2 by a visit to the Customer's premises at a time determined by Artemis

where Artemis, in its sole opinion, deems it necessary (unless such onsite visits are expressly included in the Order, such visits will be charged at the rates set out in Annex 2);

6.2.3 by liaison with third party providers where Artemis, in its sole opinion, deems it necessary, subject to the Customer's consent.

6.3 During the Working Hours, Artemis shall use reasonable endeavours to provide the following Support to the Customer:

6.3.1 advice regarding the use of the System by telephone, email and/or remote access.

6.3.2 advice in writing or by email regarding any changes to the System that Artemis recommends to maximise system efficiency and reduce system failures; and

6.3.3 changes to or suspension of user access to the System.

6.4 Notwithstanding the foregoing, the Support shall not include the diagnosis and rectification of any Faults resulting from:

6.4.1 the improper use, operation or neglect of the System upon which it is run;

6.4.2 the repair, adjustment or modification of the System or its merger (in whole or in part) with any other equipment or software, other than as expressly permitted by Artemis;

6.4.3 the failure by the Customer to implement Maintenance Releases or recommendations in respect of or solutions to Faults previously advised by Artemis;

6.4.4 any repair, adjustment, alteration or modification of the System by any person other than Artemis without Artemis's prior consent;

6.4.5 the use of the System for a purpose for which it was not designed;

6.4.6 a fault in Customer or third party software or applications or any upgrade or new release in respect thereof; or

6.4.7 a fault in the equipment or in any other software operating in conjunction with or integrating with the System.

6.5 Save as expressly agreed in writing or by email, the Support shall not include:

6.5.1 loss or damage caused directly or indirectly by operator error or omission;

6.5.2 remedying any Fault that cannot be replicated by the Customer for the purposes of demonstrating such issues or errors to Artemis;

6.5.3 remedying any Fault in respect of any equipment, software or applications which are not specifically set out in the Order as being part of the System;

6.5.4 rebuilding the System and/or reinstallation or upgrade of any of the software that forms part of such System;

6.5.5 additions to the System or replacement of any faulty, stolen or damaged System;

6.5.6 any changes to the System;

6.5.7 relocation of the System;

6.5.8 disaster recovery testing;

6.5.9 provision of consumables;

6.5.10 transfer of data or software;

6.5.11 removal of malicious code (including but not limited to viruses, Trojan horses, malware and all similar code) or the repair or replacement of any System damaged by the same;

6.5.12 advice or guidance on any bespoke or industry specific software applications; or

6.5.13 any upgrades or re-installation of third-party software.

7. Fault reporting

7.1 Customer shall provide to Artemis by:

7.1.1 email to itsupport@artemis.uk.com;

7.1.2 telephone to Artemis's support telephone number, as notified to the Customer from time to time; or

7.1.3 by such other method as Artemis may notify the Customer from time to time,

a detailed description of each Fault and shall include sufficient material and information to enable Licensor to duplicate the problem to the extent the information is available to Licensee, including, but not limited to:

- 7.1.4 a clear and accurate description of the Fault;
- 7.1.5 the area of the System and business to which it relates;
- 7.1.6 log files for the System and any host environments;
- 7.1.7 what function was being performed when the Fault occurred and/or the sequence of events leading up to the occurrence of the Fault;
- 7.1.8 the error message displayed, if any; and
- 7.1.9 any other information relating to the System or the Fault which Artemis requires to perform its obligations hereunder, and for the avoidance of doubt, Artemis shall be entitled not to provide the Support where the Customer has failed to comply with this section.

8. Charges

- 8.1 The Charges for the Support and IT Managed Services shall be a monthly fee per user as set out in the Order, invoiced monthly in advance.
- 8.2 Where, in Artemis' sole opinion, it is no longer commercially viable to provide the Support and IT Managed Services for the agreed Charges, Artemis may notify the Customer of an increase in the Charges using an Amendment Notice. If the Charges are increased by more than 15% under this section 8.2 and the Customer objects to such increase, the Customer may terminate the Agreement or the Support and IT Managed Services by giving 30 days' written notice from the date on which the change would have taken effect. For the avoidance of doubt, if the Customer terminates the Agreement or the Support and IT Managed Services for this reason, the increase in the Charges shall not take effect during the notice period.
- 8.3 The Customer shall pay Additional Charges as are invoiced to them by Artemis in relation to onsite visits provided by Artemis under section 6.2.2, and any additional support provided by Artemis under section 10.

9. Back-ups

- 9.1 Artemis will only be responsible for creating back-ups where expressly set out in the Order.
- 9.2 Save as set out in section 9.1, the Support does not include the creation of back-ups or the rectification of lost or corrupted data arising for any reason other than Artemis' own negligence. The Customer is therefore fully responsible for carrying out all back-up routines and for checking that all back-ups have been effectively carried out. Such routines may include, without limitation:
 - 9.2.1 changing any removable backup media daily
 - 9.2.2 procuring additional storage or related solutions in the event that Artemis advises the Customer that it is required in order for back-ups to be effective;
 - 9.2.3 taking the most recent back-up on removable backup media offsite each day;
 - 9.2.4 verifying that data has been properly backed up by regularly carrying out disaster recovery tests, as recommended by Artemis. The Customer acknowledges and agrees that, where the Customer has not verified that data has been successfully backed up, this may cause failure or delay of any recovery of data;
 - 9.2.5 identify an individual who will receive a report of the daily backup results (**Backup Co-ordinator**) and notify Artemis of the identity of such person; and
 - 9.2.6 procure that the Backup Co-ordinator reports any back-up failure to Artemis. The Customer acknowledges and agrees that where Artemis has not received any such report Artemis shall assume that the back-up has been carried out successfully.

10. Additional Support

- 10.1 Artemis may agree upon receipt of a request by the Customer to provide Support notwithstanding that the Fault results from any of the circumstances described in section 6.4 or provide services to the Customer in circumstances which are of the type and nature set out in section 6.5, or are not covered by the Agreement.
- 10.2 Unless otherwise agreed between the parties in writing, Artemis in such circumstances shall be entitled to levy the Additional Charges.

11. Customer obligations

- 11.1 The Customer shall provide Artemis with remote access to its IT systems at all times for the duration of this Agreement.
- 11.2 Where reasonably required by Artemis to provide Support and/or IT Managed Services, the Customer shall provide reasonable access to the Customer's premises, equipment, system and facilities.
- 11.3 The Customer shall, to the extent that Artemis requires access to the same, ensure that its premises comply with all the applicable health and safety laws and regulations, and shall maintain insurance in respect of persons working on its premises as required by law.
- 11.4 The Customer shall take decisions and make information and materials available as requested by Artemis, and co-operate with Artemis, either within the timescales reasonably required by Artemis or in the absence of a required timescale as soon as reasonably practicable following the request being made.
- 11.5 Without limiting the foregoing section 11.4, the Customer shall provide Artemis with a list of all its existing software, hardware and network infrastructure as at the Commencement Date. The Customer acknowledges that Artemis cannot provide the Management Services without this information.
- 11.6 The Customer warrants and represents that there is a legitimate licence for every copy of a software programme in use by the Customer in connection with the receipt of the Support and/or IT Managed Services that has not been procured by Artemis, and that such licences permit use by Artemis as required to perform the Support and IT Managed Services and comply with such licence terms and conditions and providing a copy of such licence to Artemis and safely storing all disks, manuals, hard copy licence agreements and/or documentation relating to such software.
- 11.7 The Customer warrants and represents that all information provided to Artemis in connection with this Agreement and its performance shall be true, accurate and complete.
- 11.8 The Customer shall be responsible for compliance with all relevant applicable laws and regulations in respect of their procurement and use of the Support and IT Managed Services under this Agreement.
- 11.9 The Customer shall appoint an authorised person who is able to make binding decisions for the Customer with regard to this Agreement, including authorising any change to the Support and/or IT Managed Services.

12. Warranties

- 12.1 Artemis does not warrant or represent that the Support and IT Managed Services will be provided without interruption or error.
- 12.2 Unless expressly stated in the Order, Artemis does not warrant or otherwise guarantee any particular response times.

13. Term and termination

- 13.1 The Order shall commence on the Commencement Date and shall remain in force for the Minimum Period. Thereafter the Order shall continue for further, rolling periods of twelve (12) months unless terminated by either party giving to the other not less than ninety (90) days' prior written notice to the other party, such notice to take effect on the expiry of the Minimum Period or on an anniversary thereof.

14. Variation

14.1 Artemis may alter or amend these terms and conditions by updating such terms on Artemis's website or providing the Customer with the amended or updated terms and conditions at any time. By placing an Order after such amendment, the Customer will be deemed to have accepted any amendment to these terms and conditions in respect of that Order and all Orders submitted and/or accepted prior to such date. Save as otherwise set out in this section 14.1 or any Order, no amendment or variation of the terms of this Schedule shall be effective unless it is made or confirmed in a written document signed by both parties, including (but not limited to) by way of a Change Request.

15. Definitions

15.1 In these Service Specific Terms all defined terms not otherwise defined herein shall have the meaning set out in the Agreement. The following words shall have the following meanings:

Additional Charges means the additional sums which may be charged pursuant to these Service Specific Terms in accordance with Annex 2 (as may be amended from time to time by notice from Artemis in writing or by email).

Commencement Date means the commencement date set out in the Order, or if later the date the Support and IT Managed Services are made available to the Customer.

Fault means either (a) failure of the System to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the System.

Minimum Period means 12-months or the term specified within the Order.

IT Managed Services means the Management Services and the Monitoring and Maintenance Services. For the avoidance of doubt, these shall be **Services** for the purposes of the General Terms between the parties.

Maintenance Release means any corrected version of any software that forms part of the System from time to time issued by the licensor of such software.

Management Services means the Services set out in section **Error! Reference source not found.**

Monitoring and Maintenance Services means the Services set out in section 5.

Order means the form attached hereto which gives details of the Support to be provided to the Customer.

Service Levels means the service levels set out at Annex 1.

Support means the support services to be provided by Artemis to the Customer in respect of the System, as set out in section 6 and which may be more particularly set out in the Order. For the avoidance of doubt, these shall be **Services** for the purposes of the General Terms between the parties.

Working Hours means 8.30am to 5.30pm UK time, Monday to Friday, excluding United Kingdom bank and public holidays.

15.2 Words and phrases used shall bear the same meaning as ascribed to them in the Agreement unless otherwise defined in these Service Specific Terms.

Annex 1 Service Level Agreement

Service Level Agreements (SLAs) define how we respond to your issues and requests. They reflect our reliability, efficiency and confidence in the support that we provide. They show that we have an efficient and mature process for providing IT support and that you can have confidence in us.

How we work out priorities

Our SLAs depend on the agreed hours of cover and the priority of your issue or request. Our standard help desk hours are Monday to Friday from 08:30am to 17:30pm (excluding public and bank holidays). Our SLAs also depend on the priority of your issue or request. When you raise a ticket with us, we make an assessment based on the information you have given us.

We let you know the priority we have assigned, but are happy to take extenuating circumstances into account, if you think we've got it wrong.

Priority is based on two factors: severity and impact.

Severity		Impact	
Roughly, this is how many people are affected by the incident, e.g.		Again, roughly speaking, this relates to how disruptive the incident is, e.g.	
LOW	one person or small group of people affected	LOW	there's an easy and effective workaround, so this is more an irritation than a stoppage
MEDIUM	department or large group of people affected	MEDIUM	operational efficiency is degraded, there is a reasonable workaround or other members of the team are unimpeded
HIGH	whole organisation is affected	HIGH	the issue is critical and one or more major business processes are stopped

We then apply our priority matrix as follows:

	HIGH Severity	MEDIUM Severity	LOW Severity
HIGH Impact	Priority 1	Priority 2	Priority 3
MEDIUM Impact	Priority 2	Priority 3	Priority 4
LOW Impact	Priority 3	Priority 4	Priority 4

Overriding our priorities

We aim to be flexible and recognise that sometimes there are extenuating circumstances. Perhaps the issue affects your customers, or key staff are having issues with a critical project with an impending deadline.

Our technicians are able to override our standard priority assessment where there is good reason, if you have made us aware of it.

We have three clocks (timers) running on every ticket you raise, though most of our clients are only interested in two of them (“respond within” and “resolve within”).

Respond within. The maximum amount of time (without your hours of cover) that it should take us to get back to you.

Plan within. This is more for our own use, to ensure that we’re on target.

Resolve within. This is the one that everyone is really interested in: the maximum time it should take to get everything up and running.

Priority Type	Respond	Plan	Resolve	Goal %
Priority 1	1 hour	2 hours	4 hours	95%
Priority 2	2 hours	4 hours	8 hours	90%
Priority 3	4 hours	8 hours	16 hours	85%
Priority 4	8 hours	16 hours	24 hours	85%
Low Priority Admin	16 hours	24 hours	40 hours	80%
Paid Workshop Repairs	16 hours	24 hours	40 hours	80%

Some examples of priorities:

- **Priority 1** – nobody can send or receive emails (everyone is affected, and a major business process is stopped)
- **Priority 2** – internet access for the whole company seems slower than usual (everyone is affected, and efficiency is degraded)
- **Priority 3** – after the web browser has been upgraded for the company some of the shortcuts have disappeared (everyone is affected but there is an easy workaround)
- **Priority 4** – your computer is slow starting up in the morning, but everybody else is fine (your efficiency is lower but you’re the only person affected)

Standard Price List

Our standard help desk hours are Monday to Friday, 8:30am to 5:30pm (excluding public and bank holidays)

	Remote Support (hr)	Remote Provisioning (hr)	On-Site Visits
Monday to Friday (08:30 to 17:30)	£100	£100	£495 (half-day) £895 (full day)
Monday to Saturday (out of hours)	£150	£150	£750 (half-day) £1,350 (full day)
Sunday / Public & Bank Holidays	£200	£200	£1,000 (half-day) £1,800 (full day)