

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF DISASTER RECOVERY SERVICES



SERVICE LEVEL AGREEMENT

1 Background

These supplemental terms (the “**Service Level Agreement**”) are to be read in conjunction with the general terms and conditions for disaster recovery services at the following link <https://www.bluechip.co.uk/terms-conditions> (as in effect on the date of the Schedule), and herein referred to as the Conditions). In the event of any conflict between this Service Level Agreement and the Conditions, the provisions of this Service Level Agreement shall apply.

2 Definitions

Unless otherwise specified herein, words and expressions in this Service Level Agreement shall have the meanings ascribed to them in the Conditions. In this Service Level Agreement, the following words have the described meanings:

“Business Day”	means a day which is not a Saturday, Sunday or a public holiday in England and Wales;
“ISO9001”	means the ISO 9001:2015 Quality Management System (ISMS) standard published in November 2008 by the International Organisation for Standardization (ISO) (as amended, consolidated, re-enacted or replaced from time to time);
“Normal Working Hours”	means the hours of 09:00 – 17:30 on a Business Day in the United Kingdom;
“Recovery Centre”	means the Company’s data centre premises at Caxton Court, Caxton Road, Elms Farm Industrial Estate, Bedford, MK41 0HT;
“Recovery Procedures”	means the collective generic and Customer specific procedures for recovering the Customer software and data including on to the Replacement Equipment.

3 Invocation Procedure

- 3.1. The Agreement provides Replacement Equipment and/or Workplace Recovery (as specified on the Schedule) for a period of up to sixty (60) days per Invocation (the “**Invocation Period**”) unless specified otherwise in the Schedule.
- 3.2. The Customer or End User (as applicable) may request an Invocation of the Services by telephoning the Company’s hotline number on 01234 224400 which is manned 24x7x365 days a year by the Company’s own personnel and who have access to the logging systems for formal reporting of the invocation. The Customer or End User (as applicable) should inform the Company operator answering the call that an Invocation is required and be in a position to provide the following information:
 - a) Contact name and telephone number, together with confirmation of the company name relating to the Agreement;
 - b) details of the disaster and as much information about the damage to the Equipment as possible;
 - c) confirmation of the required items from the Agreement, ie., all Replacement Equipment or certain items; and
 - d) (if applicable) the Nominated Address to which the Replacement Equipment is to be delivered (pursuant to Clause 4.1)
- 3.3. Each logged Invocation will be promptly passed to the Company’s team of specialists (the “**Disaster Recovery Team**”) who will identify and ready appropriate Recovery Procedures and establish contact with the Customer as a matter of urgency.

4 Initiating Recovery

- 4.1. Following Invocation the Disaster Recovery Team will manage the build of the Replacement Equipment and the restore of Customer’s or End User’s environment from backups already held by the Company or on receipt of the required back-up media, as specified in the Recovery Procedures, for a period of up to seventy two (72) hours (“**Recovery Support**”). Additional technical assistance is available at the normal Company daily rates unless specified otherwise in the Schedule.
- 4.1. Replacement Equipment (where applicable and requested on Invocation) will normally be prepared for use and the Services delivered at the Recovery Centre. Where specified in the Schedule the Customer may also specify up to five (5) Nominated Addresses (located in England, mainland Scotland or Wales) for delivery of the Replacement Equipment in the event of an Invocation. The Company reserves the right, in exceptional circumstances, to determine the Nominated Address on Invocation.
- 4.2. Workplace Recovery (where applicable and requested on Invocation) will normally be prepared for use and the Services delivered at the Recovery Centre, unless specified otherwise in the Schedule. Workplace Recovery is not supported at Customer or End User premises. Nominated Addresses can only be used for Replacement Equipment.

5 Recovery Centre Invocations

- 5.1. Where recovery of the Customer or End User environment is performed at the Recovery Centre the Company will make the Disaster Recovery Team and Replacement Equipment available to the Customer and/or End User (as applicable) within four (4) hours of an Invocation being logged. The Replacement Equipment will be subject to a number of hardware diagnostic tests prior to handover for recovery of the Customer environment.
- 5.2. Connectivity for remote users will be provided via a shared Internet link with guaranteed bandwidth as specified in the Schedule dedicated for the Customer's and/or End User's use and protected by a high encryption firewall managed by the Company to ensure the Customer's, End User's and other clients of the Company are isolated from each other.
- 5.3. If the Schedule provides cover for Image Recovery for Intel servers and the Customer or End User experiences a software or application failure requiring Image Recovery, the Disaster Recovery Team will transfer the relevant server images directly onto the Replacement Equipment from the Company's secure storage.
- 5.4. Once the initial Image Recovery has been completed by the Disaster Recovery Team, any incremental changes made since the service image copies were made will need to be restored from tape backups already held by the Company or on receipt of the current back-up media, as specified in the Recovery Procedures. This is a Customer and/or End User responsibility (as applicable).

6 Nominated Address Invocations

- 6.1. Where recovery of the Customer or End User environment is performed at a Nominated Address as specified in the Schedule, the Disaster Recovery Team and Replacement Equipment will be dispatched from the Recovery Centre within four (4) hours of an Invocation being logged,
- 6.2. Restoration of the Customer's or End User's environment will either be prior to shipping or on arrival at the selected Nominated Address, as specified in the Recovery Procedures. The Replacement Equipment will be subject to a number of hardware diagnostic tests prior to handover to the Customer and/or End User.
- 6.3. If the Schedule provides for Image Recovery for Intel servers and the Customer or End User experiences a software or application failure but the existing Customer or End User hardware is still in place and operational, the Disaster Recovery Team will attend the Nominated Address and transfer the image from its secure storage directly back onto the existing hardware via use of a mobile imaging server.
- 6.4. If the Schedule provides cover for Image Recovery for Intel servers and the Customer or End User experiences a complete loss of site or hardware and Image Recovery is required, the Disaster Recovery Team will transfer the relevant server images directly onto the Replacement Equipment and deliver the Replacement Equipment to the Nominated Address.
- 6.5. Once the initial Image Recovery has been completed by the Disaster Recovery Team, any incremental changes made since the service image copies were made will need to be restored from the current back-up media, as specified in the Recovery Procedures. This is a Customer and/or End User responsibility (as applicable)

7 Workplace Recovery

- 7.1. If specified on the Schedule, a number of workplace positions will be made available to the Customer and/or End User (as applicable) by the Disaster Recovery Team within four (4) hours of an Invocation being logged ("Workplace Recovery"), each position consisting of a chair, desk, desktop computer and telephone. Shared use of faxes, photocopiers and printers will be available. Workplace positions are only available at the Recovery Centre unless specified otherwise in the Schedule and Workplace Recovery does not include any Replacement Equipment.

8 Post Recovery Support

- 8.1. On completion of the Recovery Procedures, the Company will ensure a member of the Disaster Recovery Team is available for four (4) hours to monitor the Replacement Equipment and assist the Customer up to a maximum of twenty four (24) hours if problems persist. For the avoidance of doubt this period is part of the Recovery Support. Additional technical assistance is available at the normal Company daily rates unless specified otherwise in the Schedule.
- 8.2. In addition to the supported specified in 8.1 the Company will provide telephone support during the Invocation Period and subject to the Customer having a suitable communications infrastructure in place, the Company will monitor the Replacement Equipment remotely for any hardware issues. For the avoidance of doubt any monitoring provided by the Company will be limited to the hardware layer and not individual instances of operating systems.

9 Replacement Equipment

- 9.1. The Company undertakes to keep its hardware in full working order and maintained in accordance with the manufacturer's recommendations. During an Invocation Period, the Replacement Equipment will be covered by a Company provided hardware maintenance with a 24x7x265 cover level and two (2) hour response. The Company reserves the right to provide Replacement Equipment that is equivalent to or greater than the specification set out in the Schedule.

10 Recovery Tests

- 10.1. In order to ensure success, efficiency and accuracy in the event of an Invocation, a regular Recovery Test will be co-ordinated with the Customer based on a minimum allowance of two (2) per annum (unless otherwise specified in the Schedule). Any additional testing days requested by the Customer or End User above the minimum or number set out in the Schedule can be purchased at a cost of £500 per day.
- 10.2. The Company will schedule each Recovery Test with the Customer's agreement to take place at its Recovery Centre (unless otherwise specified in the Schedule). The Customer's and/or End User's attendance (as applicable) is recommended but not obligatory. Depending on the Customer's and/or End User's own infrastructure, the Company may be able to offer remote testing via a Virtual Private Network ("VPN") connection or an appropriate solution, but is under no obligation to do so. Any such VPN connection for the purposes of a Recovery Test shall be limited to a maximum of 5MBps across a shared Internet link.
- 10.3. Once a mutually acceptable date for the Recovery Test has been identified, the Customer will be provided with a Test Booking Form. A completed Test Booking Form is intended to provide the Company with the information necessary to complete the arrangements for the Recovery Test, including providing access to Customer and/or End User attendees to the Recovery Centre. Prior to the first Recovery Test after the Commencement Date the Company will offer the Customer a planning meeting to help ensure the Recovery Test runs smoothly.
- 10.4. Test Booking Forms must be completed and returned no later than four (4) weeks prior to the date of the Recovery Test. Any dates offered remain available to other Customers until a completed Test Booking Form has been returned and accepted by the Company.
- 10.5. The Company defines and maintains all Recovery Procedures in accordance with ISO9001. After the Customer and/or End User has completed a successful Recovery Test, the Company will provide a report to include the Recovery Procedures followed, details of the results, restore times and recommendations for future improvements. A Certificate of Test Completion will also be issued for each successful Recovery Test, valid for twelve (12) months from the first day of the Recovery Test.

11 Image Recovery

- 11.1. If the Schedule provides cover for Image Recovery, collection of the images is required prior to any Invocation or testing. The Company will arrange with the Customer to collect the required images within Normal Working Hours unless otherwise specified in the Schedule.
- 11.2. In order to complete collection of server images pursuant to Clause 11.1 the Company will load a small software agent on to each of the Customer's Intel servers to enable images of a moment in time to be taken. The software agent will be removed following collection of required images. The Company will retain the collected image(s) on a secure storage platform at the Recovery Centre.