

Pritchard Consulting Terms and Conditions Agreement

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1. SERVICE TERMS AND CONDITIONS

These Service Terms & Conditions provide the agreed conditions of the Customer utilising Pritchard Consulting's Managed Services. These Service Terms & Conditions apply solely to the Services and are governed by the Pritchard Consulting MSA. Upon Schedule 2 - The Services Order Sheet ("SOS") being agreed between the Parties, these Service Terms & Conditions shall be incorporated into the Agreement.

2. DEFINITIONS

The clause headings and any other headings are inserted for convenience only and shall not affect the construction of this Agreement.

In these Service Terms and Conditions, the following terms and phrases shall have the following meaning

- 2.1 "Agreement" means the agreed terms and conditions of business between the Customer and Pritchard Consulting as set out in the MSA, Pritchard Consulting Addendum (if applicable), the SOS, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOS (for example "Managed Services") and all Schedules and Annexes contained therein
- 2.2 "Charges" means the Managed Services Fee, the Consultancy Fees and any other charges payable by the Customer to Pritchard Consulting pursuant to this Agreement "Pritchard Consulting" means Pritchard Consulting Limited who registered office address is 15 The Priory, Billericay Essex CM12 0RD, Reg No.: 2623242
- 2.3 "Licensed Applications" means the software programs or components thereof used by Pritchard Consulting to provide the Managed Services which are specified as the Managed Applications in Schedule 2 - The Services Order Sheet ("SOS") as the same may be modified, added to or replaced during the Term.
- 2.4 "System" means the Licensed Applications, the Pritchard Consulting Hardware and the Network as the same operate together in the provision of the Licensed Applications.
- 2.5 Pritchard Consulting shall not be liable (by way of service credits or otherwise) for any loss or damage resulting from:
 - 2.5.1 suspension of the Services in accordance with The Master Services Agreement clause 10 Customer Obligations and Warranties
 - 2.5.2 the use of or any defect in or failure of the System or any software loaded thereon or any changes to the foregoing;
 - 2.5.3 any failure of the Customer to provide anything which the Customer has agreed to provide under this Agreement, including for the avoidance of doubt, security codes, software, hardware, and/or third party maintenance services;
 - 2.5.4 any event of Force Majeure affecting Pritchard Consulting's performance of this Agreement;
 - 2.5.5 any breach of security which occurs notwithstanding Pritchard Consulting's compliance with its security obligations as set out in any SLA; or

2.5.6 any breach of this Agreement by the Client including any act or omission caused by the Client in respect of the Pritchard Consulting Equipment or Client Equipment that affects Pritchard Consulting’s ability to provide the Managed Services and which is not permitted by this Agreement;

2.5.7 in each case whether or not Pritchard Consulting has been notified of the possibility or likelihood of such loss or damage occurring.

2.6 Complaints by the Customer regarding Service Level Agreements are to be directed to Pritchard Consulting’s Representative.

3. CHANGES TO SERVICES

3.1 Pritchard Consulting shall be entitled in its discretion to make changes to the Licensed Applications, or its procedures that affect the System but will endeavour to give at least 14 days' prior written notice of any such changes.

3.2 Pritchard Consulting intends to work with the Customer on all change management issues and will endeavour to ensure that the Managed Services are not affected thereby so as to fall below the levels set forth in the Service Level Agreement in any material regard. Pritchard Consulting reserves the right to proceed with any change if it is determined, by Pritchard Consulting, that the change will not cause material degradation to the Customer’s specific environment and/or is otherwise necessary or desirable for the overall maintenance or improvement of the functionality or performance of the Managed Services.

4. MANAGED SERVICES SLA

PROBLEM CATEGORISATION MATRIX					
Severity Type	Definition	Target Response Time	Target Initial Diagnosis	Target Client Update	Target Resolution
P1	System is down or largely unstable through failure of all areas of core functionality	1 hour	2 hours	Every 2 hours	4 Hours
P2	A major part of the system is down or unstable through failure of one or more areas of core functionality	1 hour	2 hours	Every 2 hours	8 hours

P3	A problem exists but there is a way to continue processing	4 hours	1 day	Daily	5 working days or mutually agreed period
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Example Classification of Problem Tickets

P1	Description
Access to Licensed Application is unavailable due to major system failure	Users are not able to access Licensed Application services during normal business hours 09.00-17.00
P2	Description
Data restoration required following system failure	Back-up data restore required during normal business hours (9 a.m. to 5 p.m. – Monday to Friday)
P3	Description
Licensed Application performance is degraded	Users are able to access Licensed Application but application performance is slow
Other	Description
Non-critical failure	A feature or function of the Licensed Application has failed which does not affect operations, but needs to be rectified.

4.1 Support call and Impact Severity Guidelines

4.1.1 When Customer logs a support call with Pritchard Consulting, Impact and Severity will be assigned to the call using the following guidelines:

- a1 Impact :- the extent the problem would have on Customer's business continuity (reflecting number of people affected):
- b1 Severity :- how severely the Customer's business is impacted

Impact	Description
Single user	A single user is affected.
Functional group	A number of users, grouped by business function are affected.
Geographical group	A number of users, grouped by their geographical location are affected.
Organisation	All the users within Customer's organisation are affected.

Severity	Description	Example
Unable to carry out business function	The problem prevents the user from performing its business function.	The Hosted Application is unavailable.
Major inconvenience	The problem allows user(s) to continue to perform their business function in a restrictive manner, and seriously reduces the efficiency of the user(s) within the business.	Unable to print reports.
Minor inconvenience	The user is able to perform its business function, but a matter has been identified which reduces the efficiency of the user(s) within their business function.	The space available for a text label is too small for the complete text to be displayed.

4.2 Reports and Reviews

- 4.2.1 Monthly and/or weekly Service Level Agreement reviews will be scheduled with Customer where performance and service Levels will be discussed. These reviews may take the format of a telephone call to Customer's Representative by Pritchard Consulting's Representative, or a more formal meeting between Pritchard Consulting and Customer at a mutually convenient location.