# Schedule 2 - Service Level Agreement (SLA)

This Schedule sets out the service levels Calligo will be measured by and more importantly, how the Services described in the Service Schedule will be delivered. It is further the intention of this document to define the quality of the service level expected, which will be measured against predefined targets in terms of key performance indicators (KPI's) and reported within the scope of the Service Review Meetings.

Capitalized terms used but not otherwise defined herein shall have the meanings given in the Agreement.

## Service Description

*Calligo will provide Business Hours or 24x7 support services (subject to Agreement) for the logging and lifecycle management of Incidents and Service Requests as per the service levels defined in*

Table .

Calligo's Service Desk will investigate and action each reported Service Request or Incident raised by the User that relates directly to Calligo's Service ("**Ticket**"). The Service Desk will respond to, and action each Ticket according to its Priority and Severity.

The Ticket will be managed and monitored to closure, including any escalation procedures that have been previously agreed and documented within this Service Level Agreement between Calligo and the Client.

## Definitions

"**Incidents**" means any event which is not part of the standard operation of the Service and which causes or may cause an interruption to, or a reduction in, the quality of that Service. The purpose of incident management is to minimize the negative impact of incidents by restoring normal service operation as quickly as possible.

"**Service Requests**" are defined as a formal request from an Authorised Support Contact for information, advice, a standard change to an existing service or access to a service. Any request that requires extensive research or is considered to be consultative in nature (such as requiring Calligo to attend meetings or provide professional advice regarding technologies or services that do not form part of the Service) may incur additional charges.

"**Service Desk**" means the single point of contact between Calligo and the Users. The Service Desk manages and prioritises Incidents and Service Requests through to resolution and ensures the Services are aligned with the service levels.

## Service Exclusions

The following are excluded from Calligo's responsibilities:

- Issues relating to the Client's Infrastructure or Properties which do not form part of the Service or are excluded from the Service Schedule;

- any failure of a Third Party or Third Party Software that is dependent on the Services but the resolutions thereof is dependent on the licensor of that application or third party, in which case Calligo's obligation will be limited to liaising directly with the licensor or third party to manage the issue and identify a resolution on behalf of the Client. In doing so, Calligo will not be bound by any SLA and may charge standard Fees and/or time and material rates in force from time to time.

# Service Levels

## Incident Management

A "**Response**" for this purpose means that Calligo has acknowledged the report of an Incident and shall begin an initial analysis of the issue and provide a preliminary resolution plan (detailing the technical team assigned to the issue with an estimated resolution time).

Calligo uses Impact verses Urgency to determine the priority:

*Table 1*

| Impact / Urgency | | | |
|---|---|---|---|
| | **High Impact Request** | **Medium Impact Request** | **Low Impact Request** |
| **High Urgency Request** | 1 | 2 | 3 |
| **Medium Urgency Request** | 2 | 3 | 4 |
| **Low Urgency Request** | 3 | 4 | 4 |

*Table 2*

| Priority | Ticket Type | Impact | Description | Target Response | Target Resolution |
|---|---|---|---|---|---|
| P1 | Incident | Critical | Business critical issue with no workaround, or a severe outage. The entire Service is unavailable, and all Users are affected * | 30 Minutes | 4 hours |
| P2 | Incident | High | Degraded Service. The issue allows the Client to continue operating, but an important function of Service is unavailable. Users can operate, but there is a severe impact on performance. | 2 Business Hours | 8 Business Hours |
| P3 | Incident | Medium | A Service or function is impacted, but not severely. | 4 Business Hours | 24 Business Hours |
| P4 | Incident | Low | A shortcoming with a Service or function, a request to make a change to a Service or a User request such as adding / removing a User or changing permissions. ("**Service Request**"). | 1 Business Day | 48 Business Hours |

*Table 3*

| Priority | Ticket Type | Impact | Description | Target Response | Target Resolution |
|----------|-------------|--------|-------------|-----------------|-------------------|
| P1 | Service Request | Critical | High priority person(s) service request or activity with a strict deadline | 30 Minutes | 4 hours |
| P2 | Service Request | High | Core office request for information for upcoming (but not as strict) deadline. | 2 Business Hours | 8 Business Hours |
| P3 | Service Request | Medium | a request to make a change to a Service or a User request (JML) or permission changes, | 4 Business Hours | 24 Business Hours |
| P4 | Service Request | Low | Request for information with no urgency associated. | 1 Business Day | 48 Business Hours |

*Note that for all P1 reported tickets, a phone call into the Service Desk is required.*

## General Note

All Incidents and Service Requests must be logged with Calligo via the self-service portal, via email or telephone. Incidents or Service Requests that are raised in any other manner will not be actioned and will not be covered under the terms of this Service Level Agreement.

All Incident priorities will be agreed between the Client and Calligo at the point of triage.

Under normal circumstances, Incidents can only be reprioritised bilaterally should there be a need to do so however, Calligo may, during the course of its investigations, be required to increase the priority of an Incident without consulting the Client to expedite its remediation, especially during periods where the Client may be unreachable or otherwise unresponsive.

## Resolution Plan

For Priority 1, 2 & 3 Incidents Calligo will develop a resolution plan, which will be communicated to the Client via the Service Desk. This may be done verbally, or in writing depending on the complexity of the issue, either way the ticket will be updated to ensure the resolution plan is documented

For Priority 1 Incidents all resolution plans will be on a 'work through to resolution' basis (on a 24x7 basis); and for Priority 2,3 and 4, Incidents the resolution plans will be on a 'work through to resolution' basis (during Business Hours).

## Incident Troubleshooting Requirements

When logging new Incidents, it is essential that the Client provides as much information as possible as this will significantly reduce the Incident resolution time.  Information that would be useful includes:

- Concise description of the issues being experienced
- Specific environment and infrastructure information
- Any troubleshooting steps performed prior to contacting the Calligo Service Desk
- Actions or events that triggered the issue

- Ability to replicate the issue and the steps taken to do so
- Quantify business impact/number of Users affected
- Screenshots, video or error messages where practical
- Relevant log files
- Details of any changes recently applied

## Incident Logging Procedures: Via Self-Service Portal

Calligo's Customer Support Portal is an online tool providing full visibility of historic and current Incidents that have been logged, with the added capability to update existing and log new Incidents as they occur.

Access to the Self-Service Portal is via an account provided by Calligo. This account will provide secure visibility of Incidents logged by the Clients Users.  Whilst all Users will be able to view all Incidents logged, only the User that logged the Incident will have permission to update it.

## Incident Logging Procedures: Via Telephone

Incidents raised by the Client via telephone will be routed to the next available Servcie Desk Engineer who will raise a Ticket on behalf of the User within Calligo's Incident management system (CloudHelp).

Details of the Incident will be taken from the User and entered directly into CloudHelp. Once the Incident is created an automated email is issued with an Incident number, a very brief summary of the Incident and details for accessing the Customer Support Portal.

## Authorised Support Contacts

CloudHelp is designed to record whether a Client contact is permitted to log support Incidents to protect against unauthorised use of the Service and potential requests for changes against the Clients Infrastructure.

CloudHelp records two types of support contacts; the primary technical support contact and general support contact.  Both support types can log Incidents, but only a primary technical contact will be able to authorise Calligo to add another person as an Authorised Support Contact.

In the event an Incident is logged by an unauthorised individual, Calligo will contact the named primary technical support contact for approval to continue working with the individual. Once approval has been given, Calligo will create an active account for the individual and will continue to triage the incident raised.

Calligo will maintain the Client contact records within CloudHelp.  The Client is responsible for informing Calligo of any changes to its Users or their permissions.

For those Clients who have pre-paid consultancy or support days or obtain support on a time and materials basis, where each Incident raised is either decremented from the Agreement or billed at the end of each month, this is beneficial, as only primary technical contacts are able to incur additional support costs or authorise the use of the pre-paid days.

There are two types of Authorised Support Contact for Backup as a Service:

- *Operator* – Receives Backup Reports

- *Administrator* - Can request changes to backup policies and restores; and receives backup reports

The Client is required to nominate and approve members of its organisation that are authorised to receive management information reports relating to the performance of the Service and those individuals that are authorised to request changes to its Backup & Retention Policy required to resolve it satisfactorily.

## Service Levels - CO-CC-BAAS – Backup as a Service

| SLO Item | Description | Value |
|---|---|---|
| Perform Data Backups | Frequency – Daily 24x7x365 | 100% |
| Data Restores | Frequency – Business Days - As requested | 100% |
| Performance Checks | Frequency – Business Days - Daily | 100% |
| Performance Reports | Frequency – Daily 24x7x365 | 100% |

## Service Levels - CO-ITSM-OSP– Asset Patching

| SLO Item | Description | Value |
|---|---|---|
| Patch Compliance (Servers) | SLO counts towards active systems only. Systems that have been offline since the deployment start time are excluded. | >= 98% |
| Patch Compliance (Workstations) | SLO counts towards active systems only. Systems that have been offline since the deployment start time are excluded. | >=95% |

## Service Levels – CO-CP-SCC - CloudProtect Server for CloudCore

| SLO Item | Description | Value |
|---|---|---|
| Outbreak notification | Client notification, invocation of outbreak activities | 2BHR |

## Service Levels - CO-CC-DRAAS – Disaster Recovery as a Service

| SLO Item | Description | Value |
|---|---|---|
| RTO | Recovery Time Objective | To be agreed during Service Design |
| RPO | Recovery Point Objective | To be agreed during Service Design |

## Service Levels - CO-CW-DH – CloudWeb Domain Hosting

| SLO Item | Description | Value |
|---|---|---|
| Domain Monitoring | Monitoring of Domain response Time. | 99.5% up time |

## Third Party Provider Service Levels

The Client acknowledges that Services may include products or services from Third Parties. Calligo's service levels will be based on and subject to the Third Party Provider's service levels from time to time. If the Client wishes to make a claim for violation of a Third Party Provider's service levels, they must notify Calligo within 30 days of the event and Calligo will make the claim on the Client's behalf. The Third Party Provider's service levels will be provided separately for each Service where applicable. The Client acknowledges that the Third Party Provider's response to and resolution of service level issues are not within the control of Calligo and Client releases Calligo from any claims, demands, losses or liabilities arising from or related to the Third Party Provider's service levels unless the same is due to the direct breach by Calligo.

## Availability Management & Service Credits

The Service will be deemed "**Available**" if the components are responding to Calligo monitoring tools and the Client is able to access the Service.

In any event, an outage will not constitute or contribute to a failure to meet the relevant service level if it arises from:

- the suspension of the Services in accordance with the terms of this Agreement;

- Calligo carrying out Scheduled Maintenance;

- The period of time it takes a Virtual Machine to reboot and restart on a different physical host server through the use of high availability software in the event of a failure of the physical host server that the Virtual Machine was originally running on;

- Calligo carrying out emergency or unplanned repair, maintenance, upgrade, update, support, testing or implementation of any system as a result of any of the following:

    o the Client's or any User's breach of this Agreement;

    o the Client's or any User's misuse of the Services (or any part thereof);

    o any negligent or unlawful act or omission of the Client or User;

    o problems with the Client's domain name;

    o problems caused by a virus, worm, or similar except where the failure is as a result of Calligo's negligence;

    o problems caused by, or any act or omission by any Third Party Provider.

- Whether any of the above is the cause of a failure to meet the relevant service level will be determined by Calligo in its good faith and discretion and, where considered appropriate by Calligo, supported by records, data and other evidence.

*Table 4*

| Service | Monthly Availability Target | 10% Service Credit* | 25% Service Credit* |
|---|---|---|---|
| Backup as a Service | 99.5% | <99.5% | <99% |
| CloudCore | 99.5% | <99.5% | <99% |
| CloudDesk (DaaS) | 99.5% | <99.5% | <99% |
| DR as a Service | 99.5% | <99.5% | <99% |

*Calculated on percentage Available time 24x7 excluding pre-agreed downtimes and scheduled maintenance window (see table 3 below).*

The Client is entitled to receive Service Credits if Calligo's performance does not meet the contracted performance standards for Availability Management. Availability is measured per calendar month. Failure to achieve the Monthly Availability Target will trigger a Service Credit, equal to the percentage detailed in the table above, of the monthly Service fee for the specific Service that failed to achieve its Monthly Availability Target. For the avoidance of doubt, the Client will not be entitled to receive Service Credits in the following scenarios:

- for every Service it pays for in the event that only one Service failed to achieve its Monthly Availability Target;

- if the Client is in arrears however, Service Credits will accrue in accordance with this Agreement and will become payable once the account has been brought up to date; and

- under no circumstances will the total Service Credit granted to the Client for any given month exceed the Fees paid or payable by the Client for that month.

Claims for Service Credits shall be made through CloudHelp or via email to the assigned Calligo representative.

## Scheduled Maintenance

Calligo performs regular maintenance across its entire service line to ensure it continue to operate and perform as described in the Service Schedules. The following table details the scheduled maintenance times for each Service on a per location basis.

*Table 5*

| Service | Location | Maintenance Window | Duration | Frequency |
|---|---|---|---|---|
| Backup as a Service | Jersey, Guernsey, Luxembourg, United Kingdom, Canada, Ireland | Sat 10:00 – Sat 18:00 | 8 hrs | Monthly |

| | | Local time | | |
|---|---|---|---|---|
| CloudCore | Jersey, Guernsey, Luxembourg, United Kingdom, Canada, Ireland | Sat 22:00 – Sun 06:00 Local Time | 8 hrs | Monthly |
| Desktop as a Service CloudDesk | Jersey, Guernsey, Luxembourg, United Kingdom, Canada, Ireland | Sat 22:00 – Sun 06:00 Local Time | 8 hrs | Monthly |
| DR as a Service | Jersey, Guernsey, Luxembourg, United Kingdom, Canada, Ireland | Sat 22:00 – Sun 06:00 Local Time | 8 hrs | Monthly |
| CloudHelp | Jersey | Sun 10:00 - Sun 12:00 Local time | 2 hrs | Fortnightly |

## Document Control

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| The Chief Operating Officer is the owner of this document and is responsible for ensuring that this service description is reviewed in line with the review requirements of Calligo's Information Security Management System, Project Management Frameworks as well as the guidance and requirements of the CSSF. |
| **Approved by the Chief Operating Officer, Calligo ("Entity") on 17 November 2022** |

| CHANGE HISTORY RECORD | | | | |
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| VERSION | DESCRIPTION OF CHANGE | AUTHOR | APPROVAL | DATE OF ISSUE |
| 1.0 | Original Version | Director, Product & Service Development | Legal Counsel | 04/02/2020 |
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