
Service Level Agreement



Newline Computing Systems Ltd

|t| +44 (0)121 559 5566
|e| support@newlinecomputing.com
|w| www.newlinecomputing.com
|a| unit 4, block a7, coombs wood business park,
halesowen, west midlands, b62 8bh

Newline Computing Systems Ltd

And

Parties to the Agreement:

Title: Managing Director Neil Cartwright	Title:
Signature:	Signature:
Date:	Date:
For Newline Computing The "Supplier"	The "Customer"

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Background

Newline Computing Systems Ltd was established in 1982 and is small UK based software house that develop, install and support software applications for a wide customer base.

Our application solutions include, among others, WMS, barcode scanning and JIT sequencing systems.

Newline is committed to growing and building a great customer base, through robust and well-engineered programming solutions and the attention to its customers' changing needs.

Companies like Newline need to respond to customer needs by offering consistent solutions wherever and however they are to be applied. The opportunity to create value for our customers are enormous, good systems require good design, implementation and support. All of these are at the forefront of the suppliers business strategy to improve growth.

Introduction

The supplier has an overriding objective to provide a quality, 'fit for purpose' service to its user base, within a cost-effective framework. To achieve this objective the supplier needs to work closely and effectively with all of its customers and third party Suppliers.

This document constitutes an agreement between the supplier and _____ (referred to here after as "the customer") with regard to the level of service to be provided. It is a flexible working document which outlines shared objectives in respect of the service and is intended to form the basis of the relationship between the two organisations.

Note that this Service Level Agreement refers, at various times, to the contractual agreement between the supplier and the customer, and so is complementary to that contractual agreement. In the event of any conflict or inconsistency between this Service Level Agreement and the contractual agreement, the contractual agreement should be regarded as definitive.

Whilst this agreement formalises the expected levels of service, the intention is that these will be continuously improved upon. Throughout the duration of the agreement with the Customer, service requirements may change with a corresponding impact on the Service Level Agreement (referred to here after as an 'SLA'). Through continual review meetings and the SLA change procedure, this SLA will be updated as required to ensure that it reflects the requirements of the Customer at all times.

This document is maintained and controlled by the supplier and will be formally reviewed in accordance with the agreed timescales and remains in effect for the duration of the attached Schedules.



Contacts

The supplier

NAME	TITLE	EMAIL	TELEPHONE No.
Neil Cartwright	Managing Director	neil.cartwright@newlinecomputing.com	0121 559 5566 07779 002495
Simon Anderson	Senior Software Developer	Simon.anderson@newlincomoputing.com	0121 559 5566

The Customer

NAME	TITLE	EMAIL	TELEPHONE No.

Address for Notices

Newline Computing Systems Ltd.

unit 4, block a7,
coombs wood business park,
halesowen,
west midlands,
b62 8bh

Notice may be effectively served by either the customer or the Supplier constituting a period not less than 90 days.

The Customer

Scope of Service

The key services to be provided by the supplier, covered by this SLA are:-

- Support for _____, hosted at/within _____ developed by the supplier, excluding all hardware.

It is expected that all relevant activities and tasks necessary to perform these services will be consistent with best practice and will be performed by appropriately trained personnel.

The supplier will provide support only for the Program(s) described in this SLA. No hardware support will be offered.

The supplier will provide the support service only within Business Hours, outlined in this agreement

The supplier will only provide support for the Program(s) under this agreement running on the system(s) detailed above

The Customer is responsible for providing adequately trained personnel to carry out application management of the Program(s).

The Support services shall not include the diagnosis or correction of any errors or faults due to:-

- the Customer's improper use, neglect or nuisance of the Program(s)
- the alteration, modification or maintenance of Program(s) by any party other than The supplier
- any accident or disaster affecting the Program(s).

If any of the latter points apply, the supplier may terminate the agreement in which case the supplier shall advise the Customer in writing if it wishes to exercise this right. Both parties will make all efforts to avoid such situations.

Services not included in this agreement are: -

- Development of new functionality, or changes to, the Program(s)
- Upgrading of the Program(s) to Major Release of software from an Original Software Supplier
- Services regarding the implementation of a Major Release from an Original Software Supplier.

Functional Support

The Supplier shall provide reasonable and occasional advice by telephone to requests for advice on the use and operation of the Program(s), and on installation and use of the Program(s) during normal Business Hours.

Service Availability

The supplier will provide the contracted services in accordance with the service hours defined in the table below. All times are GMT.

	HOURS OF SERVICE	EXCLUSIONS / COMMENTS
NORMAL (CORE) HOURS :	Daily 09:00 – 17:00	In Scope
OUT OF HOURS:	Daily 17:01 – 08:59	Cost on Request
NON STANDARD	UK Bank Holidays	Cost on Request

Service Interruptions

Scheduled Service Interruptions

Any downtime warranted by preventative maintenance, upgrades, etc. will be scheduled to take place during normal service hours, at a time to be agreed between the supplier and the customer.

Preventative maintenance will be treated as non-agreed downtime, unless the scheduled interruption exceeds the planned duration. In these instances, agreed downtime will be recorded from the end of the agreed scheduled downtime.

Update Service

The Customer shall receive updates, error corrections and improvements to the Program(s) as and when developed and produced by the supplier. As such updates, errors, corrections and improvements become available, the supplier shall either send them to the Customer or advise of any new releases, updates or revisions that the supplier will be incorporating into the Program(s).

If the Customer requests a copy of the Program(s) incorporating the aforementioned type of change it shall be sent to the Customer in machine-readable form and the supplier shall grant to the Customer a personal, non-exclusive, non-transferable licence to use subject to the same conditions that are set out in the Terms and Conditions.

At the sole discretion of the supplier, significant extensions to the functionality of the Program(s) may be deemed options for which additional fees apply. If the Customer elects to take a chargeable option, then the supplier shall issue an invoice for any fee due; but if the Client does not elect to take the aforementioned option the Customer's rights under the Terms and Conditionals shall remain unaffected.

Corrective Maintenance

The corrective maintenance activities are concentrated on the solution of Software Defects in the Program(s).

Requests for service logged at the supplier are allocated a unique reference number, to be used in all subsequent correspondence. Service / Fault logs can be monitored via a web interface which the supplier will provide access to via a URL, Username and Password

In the event of an error or a suspected error in the Program(s) being discovered by the Customer, the Customer shall:-

- notify The supplier and make every reasonable effort to send to The supplier an example of the error, together with (where reasonably appropriate) a written explanation of where the Customer believes the error to lie;
- co-operate fully with the supplier and promptly undertake the actions requested by The supplier so as to facilitate and expedite The suppliers performance of its obligations hereunder.
- The Customer agrees to provide such access as is necessary to carry out the maintenance to the supplier or its agents or sub-contractors to the Program(s) and to the Customer's records relating to the use thereof, and to any relevant hardware in order to perform the above support services.

The priority determines the urgency of the solution of the problem.

A Severity Level will be agreed between the supplier and the customer at the time the request / fault is logged.

The supplier shall use all reasonable endeavours to correct a Software Defect to be jointly agreed with the customer by either: -

- updating to an Enhancement Release of the Original Software tools used in the construction of the Program(s)
- providing a software fix to the Program(s)
- providing a workaround to mitigate the effects of the Software Defect.

Onsite support or special assistance requested by the Customer shall be chargeable on a time and materials basis in accordance with the supplier's then current charges.

Any release notes shall be an appendix to this SLA and will be compliant with the standard licensed products documentation from the supplier.

Service Dependencies

(e.g.: Services outside of Suppliers control)

ACTIVITY	DEADLINE/DEPENDENCY	DESCRIPTION

The Customer shall allow the supplier to have such access as is deemed necessary to the supplier and facilities (e.g. manuals, test environment) that are required for servicing the software defined in the Letter of Engagement.

The Customer shall be responsible for setting up, maintaining and executing a procedure for database back-up and restore such that mutilated, lost or changed files can be reconstructed outside the system.

The Customer shall follow the normal operating guidelines as specified by the Original Software Supplier

The Customer shall be responsible for the security of his property and classified information.

The Customer shall at all times keep The supplier informed about the software version installed at the Customer's site and new software versions which have been ordered. This includes the release number and level numbers.

The Customer shall have an ISDN or superior connection via modem or computer-to-computer network, available to the supplier, to be used for remote diagnostics, application of software fixes and new Enhancement Releases and assistance by telephone.

Service Reliability

If the customer requires, they can measure the reliability of the service provided by the supplier. This will be achieved in two ways:

1. By counting the number of failures originating from the supplier.
2. By evaluating the mean time between failures.

This will be monitored in accordance with the Service Performance Measures contained in this SLA.

Incident Management

Incident Notification

In the event of incidents, all calls to the supplier will be made to the office of the supplier. If identified within this SLA, an out of hours contact name and telephone number may also be used.

Scheduled Support Hours

All calls logged between the hours of 09:00 to 17:00 Monday to Friday, will be actively progressed between the customer service hours as stipulated in this SLA.

Outside of these hours, Severity One (P1) calls only will be actively progressed, (subject to The suppliers service hours as stipulated in this SLA), all others being logged for subsequent action during normal hours of operation.

ALL P1 INCIDENTS SHOULD BE RAISED TO THE SUPPLIER VIA BOTH TELEPHONE AND EMAIL.

The information that will be provided to the supplier, in the form of an email to support@newlinecomputing.com, will be as follows:

- Details of the site affected.
- Details of the software application affected
- Incident Severity assigned to the Incident.
- Known details of the nature of the problem.
- Additional diagnostic information gathered by the customer.
- Site contact name and number.

The supplier will assign each incident a unique reference, the unique reference number should always be quoted when dealing with the supplier regarding that specific incident.

Incident Response Times

The supplier must acknowledge to the customer, receipt of all problems within thirty minutes of the call being assigned to the supplier.

Incident Resolution & Feedback Times

Problems will be prioritised according to the severity rating listed in the following table and must be resolved within the associated timescales. However, the frequency of communication between the supplier and the customer will be dependent upon individual circumstances.

PRIORITY	CATEGORY	GUIDELINES/DESCRIPTION
P1	Critical fault	Whole service or critical part of system is unusable / unavailable causing major business impact. (e.g.: distributed server down, whole site unable to operate, potential to cause severe financial loss to the Customer)
P2	Severe fault	A major component failure affecting at least one user, and with potential to impact a significant number of users. May have some financial impact on the Customer
P3	Routine fault	Problem causing inconvenience to a user, not immediately critical. (e.g.: single user unable to send or receive emails)
P4	Minor Fault/Request	Non-urgent problems, or workaround available. User agrees low priority. Enquiries or requests for advice. Low business impact. (e.g.: requests for standard user access)

Feedback performance can be rated and discussed at performance reviews if the customer requires.

Examples of when the supplier will provide feedback to the customer are as follows:

- When an incident is likely to transgress the agreed SLA.
- An incident needs to be passed to another Team/Group or Supplier.
- A decision is made that a site visit is required.
- The support team has arrived on site.
- The problem is resolved – in this case details of the fix should be logged.
- Estimated fix time will not be met.

Note, where a fault cannot be resolved within the agreed timescale, the customer should be informed of the problem and informed as to the proposed steps to be taken to provide a resolution. (In the event of a dispute, all parties will follow the escalation procedure as detailed in the associated Schedule(s)).

Incident Closure

On resolution of an incident, the supplier should, at the earliest opportunity, inform the customer of the resolution details, which will include:

- Call reference number.
- Time arrived on site (if applicable).
- Specific actions taken to effect a resolution.
- Time of resolution.
- If the resolution was a "workaround".
- How and when the "workaround" will be resolved.

Note: Calls may only be closed with the agreement of the End User.

A workaround solution that reinstates the service to the user(s) is acceptable within the timescales detailed within this SLA. Further action will be required in due course to implement a permanent system tested resolution. Such activities are to be managed under the original call reference number, with a reduced priority.

Recurring Incidents

To ensure effective long-term solutions are put in place, the supplier will demonstrate a proactive resolution methodology, recognise recurrent problems and agree a plan for detailed investigation/long-term solution to be put in place.

Escalation Procedure

In the event of a situation where a problem cannot be resolved within the defined timescale, and/or a definitive timescale for resolution cannot be given, the incident will be escalated immediately in accordance with the table below.

PRIORITY	ESCALATION LEVEL	ESCALATION DEADLINE
P1	Level 1 Level 2 Level 3	Within 2 hour of incident being reported if not fixed 4 hours 8 hours
P2	Level 1 Level 2 Level 3	Within 4 hour of incident being reported if not fixed 6 hours 2 days
P3	Level 1 Level 2 Level 3	Within 2 days of incident being reported if not fixed 3 days 4 days
P4	Level 1 Level 2 Level 3	Not applicable

Escalation Levels

LEVEL	THE SUPPLIER	THE CUSTOMER
1	Neil Cartwright Products Development Director neil.cartwright@newlinecomputing.com 07779 002495	
2		
3		

Service Level Management

Service Performance Measures

The supplier places great emphasis in the management of our support including assessment of their performance against agreed Service Levels. This activity provides the customer with an on-going performance measurement focusing on what the supplier are achieving with a view to continuous improvement. The Service Performance detail the elements against which each the supplier's performance can be measured.

SERVICE PERFORMANCE MEASURES

SERVICE ACTIVITY	DESCRIPTION	MEASURE		TARGET
Problem Response Time	The time taken for the Supplier to acknowledge receipt of the call from the customer.	Within 30 minutes of receipt.		90% of all calls assigned.
Workaround Resolution Time	The time taken from assignment of a call to The supplier providing an adequate workaround to the incident. This could be an operational procedure, data manipulation or software modification that allows the users to continue their work. It may be that the users will continue to experience some difficulty but with much reduced effect on the operations due to the root cause of the incident requiring further investigation.	<u>Severity One</u> <u>Severity Two</u> <u>Severity Three</u> <u>Severity Four</u>	Within four service hours Within six service hours Within eight service hours As agreed with end user	90% of all calls assigned fixed within designated time.
Fix Resolution Time	This is the fixing of the software problem that occurred in the first instance. This may take time to investigate and can involve a software change and subsequent delivery. In some circumstance, the solution may be a change in operational practises or a recommendation that the system is changed in some way.	As agreed with end user	As agreed with end user	98% within agreed duration.
Scheduled Interruptions	The number of scheduled interruptions to the normal service as defined in this document.	Number of interruptions and the duration of each.		98% within agreed duration.

Service Reliability	The ability of a component or IT service to perform a required function under stated conditions for a stated period of time.	Measurement will be carried out by: 1. Counting the number of failures. 2. Tracking the mean time between those failures.	No more than one system failure per week causing delay in operations and no repeat of the same failure within a 4 week period.
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Service Monitoring and Reporting

It is the responsibility of the customer to request reports from the supplier detailing the service levels attained and exception reports on failure. These will be in a format agreed with the supplier and will be used as the basis for discussion at the Service Review meetings.

Service Review Meetings

It is the responsibility of the customer to request reports from the supplier a formal review meeting.

Any issues arising regarding the provision of the service will be discussed, as well as any changes in service requirements.

The following personnel will be required to attend the Service Review meetings:

THE SUPPLIER

NAME	TITLE
Neil Cartwright	Managing Director

THE CUSTOMER

NAME	TITLE

There will be occasions when additional attendees may be requested to attend reviews. On these occasions notification will be given in advance.

SLA Review

This agreement will be open to re-negotiation by the supplier and/or the customer if:

- The supplier fails to achieve the service level targets detailed in this document.
- The supplier loses any relevant accreditation.
- Support requirements for The supplier change
- Support requirements for the customer change.

SLA Change Control Authorisation

Service Provision

Either party may, at any time, propose changes to this agreement. Any changes must be submitted in writing and must be jointly agreed by the representatives listed below.

No other signatories will be valid

THE SUPPLIER

NAME	TITLE
Neil Cartwright	Managing Director

THE CUSTOMER

NAME	TITLE

Cost Of The Service

Billing

The supplier will invoice the Customer £_____ per annum for _____, in advance, to provide services detailed within this document.

Responsibilities

THE SUPPLIER

The following are the responsibility of the supplier:

- Ensuring that all services are performed by appropriately trained personnel.
- Ensuring that all services are performed with due care and diligence.
- Provide sufficient resource to meet the requirements of this agreement.
- Work closely with other service providers.
- Inform the customer of any safety issues.

The Customer

The following are the responsibility of the customer and are necessary to enable the supplier to provide a satisfactory service:

- Reasonable access to relevant sites.
- Timely advice on all relevant new equipment purchases or modification of equipment and practices.
- Timely advice on the relocation of relevant equipment.
- Ensuring that the users of systems or services contained within this agreement have received sufficient education and training.
- Ensuring that users exercise due care in the day to day operation of any relevant equipment.
- Network logins for the Supplier representatives where required, with the required administration rights.
- Provide access to equipment.

Glossary of Terms

Call Reference	A unique reference number given out by the supplier the first time an end-user calls to log an incident. This number can be used by the customer, to record and track each incident.
Customer Responsibilities	Those obligations specifically assumed by the customer in this Service Level Agreement and its Schedule(s).
Downtime	Any period of time when the service is not available to the user.
Feedback	Where a group working on resolving an incident, provides a progress report.
Incident Severity	The categorisation assigned to each logged incident denoting the impact of the problem to the business.
Problem Severity	The categorisation assigned to each logged problem denoting the impact of the problem to the business.
Resolution	An incident, which has been resolved to the End-User's satisfaction.
Service Hours	The cover period during which services are available and performance levels measured.
SLA	A Service Level Agreement written to document the agreed service levels for a particular service provided by a service provider.
Supplier Responsibilities	Those obligations specifically assumed by the supplier Computing Systems Ltd. in this Service Level Agreement and its Schedule(s).
Workaround	The means by which a problem can be overcome on a temporary basis in order for work to continue whilst a permanent resolution is implemented.
Working Day	The period of time covered by the service hours during a 24-hour period.