

INSOURCE LEEP™ SUPPORT SERVICE LEVEL AGREEMENT (SLA) & SUPPLEMENTARY TERMS & CONDITIONS

1. Definition

Insource will provide technical support services to the Client in the most appropriate manner to endeavour to resolve any given issues with regards to the Products and Services it has delivered to the Client.

2. Definition of Terms

“Authorised Client Representative” is as set out in the Insource Purchase Agreement or Statement of Work, as applicable.

“Contract” and “Support Contract” means this SLA.

“Products” are products supplied to the Client by Insource.

“Service”, “Services” “Time & Materials”, is the provision of time-based technical and consultancy services.

“Service Time Reserve”, “Support Contracts”, “Allocated Service Time” and “Support Time” are all as referenced in clause 6 below.

“Statement of Work” means any specification or statement of work issued by Insource from time to time to the Customer.

“Support Requests” means as referenced in clause 7 below under this SLA.

“Top Up Support” means as defined in clause 7 below.

3. Methods of Support

The Services under this SLA can be provided by one or more of the following methods:

- i . On Client Site
- i i . Off Client Site
- i i i . Telephone
- i v . Remote connection
- v . Email
- v i . Conference call etc.

4. The SLA Period

This SLA Period is for 12 months. The start and end dates are contained in the Insource Purchase Agreement (IPA).

5. Support

Only those requests made by the Authorised Client’s representatives via the designated e-mail or telephone contact will be logged and responded to by Insource. Standard response does not provide for any guaranteed response time, however rapid. Reactive response to support may be provided, subject to the availability of Insource’s time. This rapid, reactive response carries a premium, as defined in clause 8, but does not bind Insource to a guaranteed specific response time.

6. Support Services Call Off

Support Contracts are effected with an appropriate level of Support Time purchased, based on an estimate of the amount and level deemed necessary to provide the required support. The initial purchase of Support Time is the Allocated Service Time from which time is called off at the appropriate rate for those Services being delivered. The outstanding balance at any time is the Service Time Reserve, being the remaining amount of time available to be called off.

7. Top-Up Support

Should the Client use all of the allocated Support Time prior to the end of the annual SLA additional Top-up Support can be purchased at any time during the period of the annual SLA. Should the Client not take out additional Top-up Support Time when required the services provided under this SLA will cease to be provided by Insource until the anniversary date of this SLA.



8. Charging Structure & reaction times to Support Requests

Whilst every effort will be made to respond as quickly as possible to Support Requests, responses will have to be scheduled at times mutually convenient to both parties. If Insource is able to provide a quicker response than the standard response to the Client at their specific request then the following charging structure will apply:

Type of Support	Response Times (Working Days)						Minimum Incident Time Allocation (days /Hours)
	Rapid Response		Reactive Response		Standard Response		
	Time	Multiplier	Time	Multiplier	Time	Multiplier	
Telephone:		< 1		1-2		>2	1 hour
Remote Dial-in:		1.5		1.25		1.0	1/2 day
Site Visit:		< 2		2-5		>5	1/2 day

N.B. For consultancy and other additional service rates, please see clause 16.

9. Working Times

Times are calculated on a standard working day and a standard working week. A working day will consist on no more than 7.5 hours, within the times of 8:00am to 6:30pm, UK time; a working week is Monday to Friday inclusive, excluding all UK Bank Holidays (Normal Working Hours). Should time be incurred that exceeds 7.5 hours in any day then it will be accounted for on a pro-rata basis for that day.

Work carried out outside of these times will be subject to the following:

Period	Day rate Multiplier
Outside of Normal Working Hours (Monday to Friday)	1.5
Saturdays	1.5
Sundays	2.0
Bank Holidays	2.0

10. Contacts

Requests for Services may only be made by the Client's contacts agreed at the commencement of the SLA, or as notified in writing during the period of the SLA.

11. Additional charges that will be incurred

Additional time will be charged for should extraordinary time be incurred by Insource in the provisioning and scheduling of Services or should time be incurred that is not directly associated with the provision of the Service, which may be as a result of, but is not limited to, reasons such as:

- Full, uninterrupted access to the system is not made for the full duration of the site visit or dial-in period.
- Missed milestones by the Client.
- Information, personnel and resources from the Client are not made available when required at the agreed times, resulting in lost/wasted time by Insource personnel.
- Failure by the Client (or any Client third party organisation) to complete any related element of its responsibilities.
- Delayed start date.
- Difficulty in making contact with Client, and persistent non-returning of calls and messages.
- Unscheduled or extraordinary meetings or discussion with the Client relating to the project.
- Lack of clear definition by the Client as to the tasks required.

These charges will be deducted from the Service Time Reserve or, should there be insufficient funds, charged for separately.



12. Cancellation fees

Should the Client wish to cancel a scheduled Service, cancellation charges will apply as follows:

Notice Period (prior to commencement date)	Cancellation fee (as a % of multiplied day rate)
Greater than 5 days	0%
Between 2 and 5 days	50%
Between 1 and 2 days	75%
Less than 1 day	100%

13. Remote Dial-in Support

If the Client requires this service and, when appropriate, Insource will provide remote support via suitable remote dial-in methods. The Client is responsible for the provision of suitable equipment (including software) at the Client's site, together with any supporting equipment required at Insource's site. The Client will also be responsible for all associated setting-up costs. The Client is responsible for all charges relating to the cost of using and maintaining the communication links, which must be of a type approved by Insource. This facility is provided on a time and materials basis and will be charged for accordingly.

14. Systems Supported

Insource reserves the right to withdraw support on any element of the Client's system if Insource or the manufacturer discontinues support.

15. Reporting & Monitoring

Insource will provide statements detailing the Service Time Reserve at agreed times.

16. Scope of Additional Services

Support Time may be used for any service within the Insource portfolio. However, the prevailing fee rates will be charged for these services. All services are on a scheduled Time & Materials basis and the relevant terms and conditions apply. [Time Materials SLA Supplementary T&Cs](#)

17. SLA Renewal

Annual renewals of Support Contracts are automatic at the time of renewal and the terms of renewal will be assumed to be at the same level as the prevailing Contract (with the current published Service Rates applied). Should the Client wish to amend or terminate the annual renewal for whatever reason, they must do so in writing, with at least 90 days' notice prior to the annual renewal date.

18. Unused Support Time

Should it be anticipated at any point approaching the end of the SLA that there will be a balance of the Service Time Reserve, the balance can be used as a credit against the purchase of other Products and Services from the Insource Product portfolio, provided that the Client confirms, in writing that they wish to use the balance for such purposes, and that the substituted Products or Services will be delivered no later than the SLA end date. No carry-over of unused services from the previous to the current Contract is allowed.

19. Payment

Invoicing and payment for this SLA must be undertaken prior to commencement of this SLA.

20. Other Conditions

This SLA must be read in conjunction with Insource's Standard Terms and Conditions of Trading and the associated Insource Purchase Agreement ("IPA") form. Insource Standard Terms and Conditions of Trading are available on our website www.insource.co.uk.