

Product Schedule: Colocation

1 Definitions

“Arrow Data Centre”	means the Arrow data centre with connectivity to the Arrow Network which is used to provide the Services to the Customer.
“Arrow’s Network”	means the network operated by Arrow that includes all or any of the following: leased circuits, cabling, switches firewalls and other telecommunications hardware and software.
“AUP”	means the Acceptable Use Policy as attached to the Arrow Standard Terms and Conditions.
“Charges”	means the fee payable for the provision of the Services during the Term or any renewal period, as further defined in the Product Agreement and includes any additional charges resulting from the Customer requesting Arrow to perform work not covered in the Product Agreement.
“Commercially Reasonable Efforts”	means taking such steps and performing the relevant actions to the standard reasonably expected by a well-managed company acting in a professional, prudent and reasonable manner as if such company was looking to fulfil the particular action for its own benefit.
“Commencement Date”	means the date specified in the Product Agreement.
“Customer Equipment”	means the hardware and software which the Customer uses or supplies to enable the Services to be provided, details of which are set out in the Product Agreement, and which may be changed from time to time as agreed between the parties.
“Customer Information”	means data input, created or used by the Customer or a third party in using the Services.
“Customer Personnel”	means any employee, agent, representative or contractor of the Customer who uses the Services to access the Customer services physically or electronically.
“Credentials”	means user names, passwords and log in accounts, web or IP addresses used to access the Services.
“Downtime”	means an outage causing interruption or failure to the provision of the Services.
“Excess Charges”	the excess charges in respect of any increase in scope of the services as set out in the Product Agreement and amended from time to time pursuant to clause 4.2 of this Product Schedule.
“Good Industry Practice”	means, in relation to any obligations and circumstances, the exercise of the degree of speed, skill, care, prudence and foresight which would be expected from a skilled and experienced professional engaged in the

same type of task(s) as set out in this Product Schedule and diligently seeking in good faith to comply with its contractual obligations and all applicable laws.

“Initial Term”	means the initial period detailed in the Product Agreement.
“Premises”	means the premises in which the Services are or are to be provided under the Product Agreement and which, for the avoidance of doubt, shall be the Arrow Data Centre which is located at Liverpool Innovation Park, 360 Edge Lane, Liverpool, L7 9NJ.
“Product Agreement”	as defined in clause 2.2 of the Arrow Standard Terms and Conditions.
“Racks”	means a cabinet or rack installed at the Arrow Data Centre to house the Customer VM of the dimensions as specified in the Product Agreement.
“Service Procedures”	means internal procedures not contrary to this agreement advised to the Customer providing instructions and guidance for the Customer’s use of the Services, and access to Customer Equipment and Arrow Network amended and updated from time to time and includes the AUP.
“Service Provision Time”	means time during which Arrow is contracted to provide the Services for the Customer being 24 hours a day 365 days a year.
“Service Schedule”	means the schedule forming part of this Product Schedule (if any) which fully describes the particulars of the Services specified in the Product Agreement and the Service Level arrangements provided.

1. Purpose and Term

- 1.1. This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to hosting services and sets out terms and conditions which are specific to the provision of such services. It is in addition to and subject to Arrow’s standard Terms and Conditions and does not in any way replace them. Capitalised terms used in this Product Schedule and not included within the Definitions section above have the same meaning as in the Arrow standard Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Arrow standard Terms and Conditions, the terms of this Product Schedule shall apply.
- 1.2. This Product Schedule will come into effect as of the Commencement Date on the Product Agreement and will remain in force for the Initial Term unless terminated in accordance with the Arrow standard Terms and Conditions.
- 1.3. In the event that the agreement is not terminated by either party giving at least 30 days’ notice in advance of the end of the Initial Term it shall automatically renew for consecutive periods of 12 months, each starting on the anniversary of the Commencement Date (each period being a "Renewal Term"), until terminated by either party by giving the other 30 days’ written notice in advance of the end of the "Renewal Term" or unless terminated in accordance with the termination provisions of the Arrow standard Terms and Conditions.

2. Arrow Obligations

- 2.1. Arrow agrees to provide the Services to the Customer in consideration of the payment of the Charges by the Customer, subject to the terms and conditions of this Product Schedule.
- 2.2. Arrow shall provide the Services in accordance with all applicable law and in accordance with the terms of this Product Schedule, including without limitation the Service Schedule attached.
- 2.3. Arrow shall not tamper with, modify or repair or alter in any way (whether indirectly or directly) the Customer Equipment except with the Customer's prior written consent or pursuant to clause 2.4.
- 2.4. As part of the provision of the Services and subject to the terms of this Product Schedule, Arrow hereby grants the Customer and the Customer Personnel:
 - 2.4.1. a licence to install and keep the Customer Equipment installed at the Premises and to use such Premises in accordance with the reasonable instructions of Arrow; and
 - 2.4.2. a licence to enter and access from time to time for the duration of this Product Schedule and use the necessary rights of way over the Premises (in accordance with the reasonable instructions of Arrow) for the purpose of, inter alia, installing, removing, inspecting the Customer Equipment, repairing or maintaining the same and carrying out other applicable activities required by the Customer.
- 2.5. If the Customer wishes Arrow to perform any service which is not part of the Services, Arrow may carry out that service at its sole option, and the Customer will be charged separately for it at Arrow's current rates for such services provided that Arrow shall submit to the Customer a quotation for any such additional service(s) and the Customer has accepted the quotation in writing, prior to the start of any additional service.

3. The Customer's Obligations

- 3.1. The Customer acknowledges and undertakes that it:
 - (a) will use the Services only for lawful purposes and in accordance with this Product Schedule and the Arrow standard Terms and Conditions;
 - (b) will provide Arrow with all reasonable co-operation in order for the Services to be provided; and
 - (c) will use and adhere to the Credentials and any authentication codes or other reasonable security procedures which Arrow may notify to the Customer from time to time.
- 3.2. The Customer is responsible for acquiring and maintaining all licences and permissions necessary in respect of any third-party software it may use in connection with the Services or any activity it conducts that requires licensing.
- 3.3. The Customer confirms that the Customer Equipment, Customer Information or other materials provided by the Customer to Arrow or utilised by the Customer in the Services shall not infringe any IP Rights of any third party, and shall not be obscene or defamatory, and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.
- 3.4. If, for the purpose of providing the Services, it is necessary or desirable for Arrow to access or use the Customer Equipment and/or the Customer Information, the Customer, upon receiving prior reasonable written notice, shall make these available to Arrow for access free of charge to enable Arrow to perform its obligations under this Agreement, and the Customer grants to Arrow a non-exclusive, royalty-free licence solely for such purposes provided that Arrow shall use such Customer Equipment and/or Customer Information in accordance with the instructions of the Customer and the terms of this Product Schedule.
- 3.5. The Customer acknowledges that it is responsible for its input to the Services and for any use that it or its Users make of such input, and that Arrow has no responsibility for such input or its use.

- 3.6. If the Customer learns about or is informed of any of the components, processes or methods of operating any infrastructure or software comprised in the Services it will treat that knowledge or information as Arrow's Confidential Information, and shall not use it to the benefit of any party other than Arrow or convey it in any way to any third party or allow any third party to acquire it.
- 3.7. If the Customer is in breach of any of its obligations above, and there is a cost in staff time to Arrow to rectify a resulting problem at the Arrow Data Centre or in connection with the Arrow Network, then, without prejudice to the other terms and conditions in this Product Schedule, Arrow shall be entitled to charge the Customer for reasonable staff time engaged in rectifying the same at Arrow standard charge rates for the time being.
- 3.8. The Customer will be responsible for keeping regular backups of all material and data hosted by Arrow on any server operated by the Customer from time to time included in the Services.
- 3.9. The Customer will not, whilst present at the Premises, do anything which may be dangerous, or a nuisance, or inconvenience or disturb any Arrow personnel who is not involved in the operation and application of this Product Schedule and the Customer shall abide by all health and safety, security and other policies as Arrow may notify to the Customer from time to time in relation to any such premises;
- 3.10. If Arrow suffers any loss, damage or expense as a result of: (a) any unauthorised access to, or use or misuse of, the Services by any employee, agent, representative or sub-contractor of the Customer; (b) any unauthorised access to, or use or misuse of, the Services by any third party if such access, use or misuse was permitted or facilitated by such employee, agent, representative or sub-contractor; the Customer will fully indemnify Arrow in respect of such loss, damage or expense.
- 3.11. The Customer shall throughout the Term maintain full and adequate insurance to cover the Customer Equipment and its potential liabilities to Arrow and other Customers of Arrow at the premises under the Product Schedule for at least £5,000,000 and will, at the request of Arrow produce the policies of insurance and evidence that the most recent premiums have been paid. The Customer shall maintain such insurance for as long as the Customer Equipment remains on the Premises.

4. Charges

- 4.1. The Customer will pay Arrow the Charges in respect of the Services in advance at the rates detailed in the Product Agreement and will be payable in accordance with the payment provisions of the Arrow standard Terms and Conditions.
- 4.2 Arrow shall be entitled to increase the Charges and/or the Excess Charges on any increase in the scope of the Services. Arrow maintain the right to adjust the cost of the services each year by the RPI (Retail Price Index) Rate. (RPI is a measure of inflation published by the Office of National Statistics. It measures the change in the cost of a sample of retail goods and services.) Any adjustment will first appear on the Customer invoice.
 - 4.3.1 Arrow acknowledges that it shall review third party costs during the term of the agreement and may, at its discretion, apply on a pro-rata basis, any relevant increases of third-party energy costs incurred by Arrow; such price increases shall take effect after seven (7) days' notice from Arrow. Any such changes shall be correlatively proportional to any changes to the supply price made by the utility supplier. Alternatively, after reviewing such third- party costs, Arrow will apply on a pro-rata basis, any relevant decreases of third-party energy costs passed to Arrow; such price decreases shall also take effect after seven (7) days' notice from Arrow. Any such changes shall also be correlatively proportional to any changes to the supply price made by the utility supplier.

- 4.3.2 Usage of IP transit will be billed quarterly in arrears at £0.05 per GB. Arrow will use reasonable endeavours to let the Customer know if its bandwidth use exceeds the agreed level; however, it is the Customer's responsibility to monitor the bandwidth being used by it from time to time;
- 4.3.3 All support requests relating to Non - Arrow Network or server hardware failures will, unless a defined support package is detailed in Schedule 1– Service Specification, be billed at £150 per hour in minimum increments of 30 minutes per ticket. Quarterly invoices will be sent for all the prior quarter's support requests, with a description per request.

5. Payment Terms

- 5.1. The obligation to pay the Charges is a primary obligation and in the event that the Customer fails to pay the Charges, the Customer acknowledges and agrees that Arrow shall have the right to recover such amount as a debt. The Customer shall pay the Charges irrespective of whether or not it has used the Services as set out in the Product Agreement for the whole of the Initial Term (or relevant renewal period).
- 5.2. The Customer agrees that Arrow will hold a lien over any Customer Equipment in the event of non-payment of any correctly rendered outstanding invoices which shall be registered by the Customer at its own expense.
- 5.3. Any Service Credits owed to the Customer by Arrow shall be paid in accordance with the procedure set out in the attached Service Schedule.

6. Service Availability

- 6.1. Subject to the provisions set out in this clause, Arrow will use all reasonable endeavours to make the Services available during Service Provision Time.
- 6.2. Notwithstanding the above, the Services may be suspended for so long as is reasonably necessary subject to prior notice to the Customer: (a) to enable either party to comply with an order or request from a governmental, or other competent regulatory body or administrative authority, or (b) to enable Arrow to carry out work which is necessary in its reasonable opinion to maintain or improve the Services, or (c) to carry out standard maintenance and support; provided that Arrow shall use all reasonable endeavours to schedule such Downtime during the hours of 9pm and 7am so as to minimise impact on the Services, and shall ensure that there is no permanent material degradation of the Services.
- 6.3. Arrow shall be entitled in its sole discretion to make changes or upgrades to the Services. Arrow will endeavour to give at least 7 days' written notice by email or post of any such changes. Arrow will use all reasonable endeavours to minimise the Downtime that may be caused by such change or upgrade.
- 6.4. Arrow will use all reasonable endeavours to comply with a request by the Customer for Downtime, provided that such requests are made in advance to the extent possible, and such Downtime will not be considered as a break in Service for any reason.
- 6.5. Save in relation to any applicable Service Credits which may be due to the Customer, Arrow will not be liable to the Customer for any Downtime or loss of service. Arrow expressly excludes all direct, indirect and consequential loss (excluding death or personal injury) incurred due to Downtime.
- 6.6. Arrow does not and cannot control the network on which the technology operates or the flow of data to or from the Arrow Network. Such flow depends largely on the performance of services provided

or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections. Although Arrow will use all Commercially Reasonable Efforts to avoid such events and take all actions it deems appropriate to remedy such events, Arrow cannot guarantee that such events will not occur. Accordingly, Arrow cannot and does not warrant that the Services will be uninterrupted, error-free or entirely secure, and disclaims any and all liability resulting from or related to such events.

- 6.7. The Customer acknowledges that Arrow does not provide any back-up provision or processing facilities covering equipment, data, operating systems or application software unless any are specified in the Service Schedule, and the Customer agrees that Arrow shall not be responsible or liable if, for any reason concerning any of these, the Services cannot be provided.
- 6.8. The Customer acknowledges that Arrow does not provide any monitoring or alerting facilities related to security configuration or security related events covering Customer Equipment unless any are specified in the Service Schedule, and the Customer agrees that Arrow shall not be responsible or liable if, for any reason concerning any of these, the Services cannot be provided or they become compromised.
- 6.9. Arrow does not make any other warranties, guarantees or representations concerning the operation or performance of the Services. The Customer is entirely responsible for deciding to select the Services for its own business purposes and save as expressly set out in this Agreement, Arrow accepts no liability for the way in which the Customer uses the Services.
- 6.10. The Customer should satisfy themselves that the security of the supporting environment as supplied and managed by Arrow meets the requirements of their own Information Security Management System / Information Security Policy.

7. Limitations on Use

- 7.1. If at any time the Customer's use of the Services are not in compliance with any applicable law or regulation or the AUP, the Customer will be deemed to be in material breach of this Agreement, and Arrow will be entitled at its sole discretion to discontinue the Services. The Customer acknowledges and agrees that Arrow is entitled to report such a breach or non-compliance to any relevant regulatory body or agency, and that Arrow shall not incur any liability to the Customer as a result of the breach, the non-compliance, or Arrow reporting of it.
- 7.2. In addition to any other remedies available at law or in equity and without prejudice to its rights under this Agreement, Arrow will have the right to suspend the Services immediately if deemed reasonably necessary by Arrow in order to protect the proper interests of Arrow or of its other Customers. If practicable and depending on the nature of the reason for such suspension, Arrow may, in its absolute discretion, give the Customer an opportunity to remedy the situation. In such case, if the Customer remedies the situation, Arrow will promptly restore the Services. For the avoidance of doubt this clause only applies to situation whereas a result of negligent or malicious actions the Customer Equipment becomes the target or an instrument of malicious behaviour that threatens to compromise Arrow Network.

8. Limitation of liability

- 8.1. The Customer acknowledges that it has accepted these terms and conditions in the knowledge that Arrow must limit its liability and that the Charges have been calculated accordingly.
- 8.2. Arrow shall not be liable to account to the Customer for the loss of any of the Customer Equipment. Instead, the Customer shall, if able, recover through its own insurance and shall procure that its insurers waive any rights of subrogation.
- 8.3. For the avoidance of doubt, the payments of Service Credits pursuant to the terms of this Product Schedule are excluded from the operation of this clause, subject to the cap in 3.8 of the attached Service Schedule.
- 8.4. All other provisions in respect of liability of the parties are set out in the Arrow standard Terms and Conditions.

SCHEDULE A – Service Level Specification Schedule

Contents:

1. Definition of additional terms
2. Service Level Specification
3. Service Level
4. Downtime
5. Maintenance & Monitoring
6. Change Control

1 Definition of additional terms (applicable to the Service Level Specification)

Bolt	Arrow's online service portal and platform which is used by the Customer and Arrow teams to manage the Customer's service.
Case ID	means the number issued to the Customer for a case raised in Bolt for a Change Request or Fault.
Change Request	means a request by the Customer for a change to the configuration of the Services raised using Bolt.
Emergency Maintenance	means any maintenance works required to ensure the continuity, reliability or stability of the infrastructure used to provide the Services which is not planned as occurs as a result of a fault, failure or imminent threat to the Arrow Network.
Incident	means an issue with the Services causing performance to fall outside of the parameters detailed in this schedule.
Normal Business Hours	means 8am till 6.00pm Monday – Friday.
Out of Hours	means hours not included in Normal Business Hours.
Service Level	means the level of performance to which the Services are to be provided by Arrow to the Customer.
Scheduled Maintenance	means any regular maintenance or planned upgrade or replacement of a component of the infrastructure used to provide the Services which is planned and advised to the Customer in advance.
Service Credit	means any credits payable by Arrow to the Customer in accordance with the Service Levels.
UPS	means Uninterrupted Power Supply to allow the Services to continue to be provided without interruption in the event of a short term power failure.

2 Service Level Specification

- 2.1 **Server Hosting:** Arrow shall host the Customer Equipment and provide the Services set out in the Product Agreement, according to the details in this schedule.
- 2.2 **Server Cabinets:** The Customer Equipment will be housed in a 42U cabinet supplied by Arrow. The cabinet will be provided with UPS only if detailed in the Product Agreement.
- 2.3 **IP Addresses & Switching:** The Customer will be supplied with the number of RIPE Internet Protocol('s) detailed in the Product Agreement. The Customer Equipment will be connected through a shared switch and furnished with adequate ports to connect the Customer Equipment to the switch and provide the Customer Equipment with Internet access.
- 2.4 **Remote Monitoring:** The operational state of the Customer Equipment will be monitored during Service Provision Time according to the details in paragraph 4.1 of this schedule, subject to the exclusions detailed in the Product Schedule.
- 2.5 **Internet Bandwidth:** The Services will include Internet bandwidth as detailed in the Product Agreement and this bandwidth will be shared by the Customer Equipment.
- 2.6 **Fault Rectification:** Support Service are provided as detailed in this schedule to:
 - 2.6.1 Rectify any Faults with performance of the Services
 - 2.6.2 Identify if the cause of an identified Fault is the responsibility of Arrow or the Customer.
 - 2.6.3 Facilitate rectification of any Faults which are the responsibility of Arrow. This may involve other providers who have responsibility for delivery of Service.

3 Service Level

- 3.1 Arrow shall use all reasonable efforts to provide the Service Level specified in this schedule. The Customer shall notify Arrow of any material period in which the Service is unavailable to the Customer and Arrow shall be entitled to investigate and verify such non-availability.
- 3.2 Arrow shall use all reasonable efforts to ensure that the Service will (excluding for the duration of any event of force majeure) have a minimum uptime percentage of 99.95% ("Uptime Percentage") at all times during the Service Provision Time, in any month.

Uptime is calculated on a monthly basis over each discrete calendar month. Uptime Percentage will be calculated in accordance with the following formula:

$$U\% = \frac{S-D}{S} \times 100$$

Where:

- S = Available Usage Hours per calendar month, within the Service provision time.
- D = Downtime Aggregate Hours (excluding any period of force majeure) and
- U% = Uptime Percentage

Subject without limitation to paragraphs 3.3 and 3.4 below.

- 3.3 Arrow shall not be responsible for failure or delay in providing the Service if such failure or delay arises directly from the Customer being in breach of its obligations under this Product Schedule or where failure is attributable to Customer Equipment failure or actions of Customer Personnel.

3.4 Previously scheduled maintenance, planned outages and interruptions to the Service due to force majeure do not constitute Downtime. The inability of one or more users to have access to the Services does not constitute Downtime if other users are simultaneously able to gain access. The following situations will be excluded from the downtime calculation:

Situation	When Used
Awaiting Caller	When further information is required from the end user
Awaiting Change	When the Incident resolution requires a Change in order to fix.
Awaiting Site Visit	When a site visit is required by Arrow to resolve the issue
Awaiting Vendor	When the ticket has been passed to a third party for resolution.

3.5 Uptime is the availability from the Arrow Data Centre switch interface to the Customer server to Arrow POP network connection and onward over the Internet.

3.6 The provision of paragraph 3.5 does not include (and is not limited to) the following:

- 3.6.1 Customer network faults (faults beyond the supplied Arrow Ethernet interface)
- 3.6.2 Outages caused by security violations to the Customer’s network such as hacking or denial of service
- 3.6.3 Faults caused by remote tampering with any supplied equipment (intentional, unintentional or caused by third parties not operating under permission from Arrow).

3.7 In the event that Arrow fails to provide 99.95% Uptime and;

- 3.7.1 such failure is not wholly or partly attributable to previously scheduled maintenance, planned outage, Emergency Maintenance or force majeure or;
- 3.7.2 such failure is not attributable to Incidents with the Customer Equipment or software configuration of that hardware or the actions of Customer Personnel;

the Customer will be entitled to claim an account credit for one day’s service for every hour the service availability fails to meet the 99.95% Uptime (subject to the amount credited not exceeding the charge for one-month of Service).

3.8 One day’s Service Credit is one three hundred and sixty fifth of the annual charge for the Services. The Service Credits shall be credited against the next invoice payable by the Customer or if no further invoices are payable shall be promptly paid to the Customer by electronic transfer.

3.9 In order to receive any credit, Customer must notify Arrow, in writing, within fourteen (14) days from the time Customer becomes eligible to receive such credit. Customer’s failure to notify Arrow within that period shall result in the waiver of Customer’s right to receive any such credit.

3.10 Where service may be considered degraded for whatever reason this does not constitute as an outage.

4 Downtime

- 4.1 Scheduled Downtime may occasionally be necessary for Arrow to carry out essential maintenance or network upgrades. They will be kept to a minimum and scheduled to minimise disruption. Arrow will aim to provide 7 days' notice of scheduled Downtime and in the event that such notice is impossible will provide the maximum period of notice practicable
- 4.2 Arrow shall provide an incident reporting helpdesk facility via Bolt. The helpdesk will issue a Case ID reference number and will respond promptly to incidents reported and will provide regular updates on the progress towards diagnosis and remedy. Incident updates will be communicated via Bolt.
- 4.3 Arrow aim to rectify network and switch faults in accordance with the priority levels specified in paragraph 5.2 of this schedule and in any event within 12 hours of issuing a Case ID, although this does not guarantee a resolution in this time as time to fix may be affected by circumstances, such as third party networks or other services.
- 4.4 Incidents not involving Arrow services or equipment: Arrow will advise of steps taken to diagnose an incident Fault for which Arrow is not responsible.

5 Monitoring & Maintenance

- 5.1 Monitoring: During Service Provision Time, Arrow will monitor the operational state of the Arrow Network. Incidents may be detected in a number of ways:

- 5.1.1 Network Services & Internet Connection

- Proactively by Network ICMP, SNMP or TCP/IP poll every 5 minutes;
- Reactively by the Customer's call;
- Reactively from third party suppliers;

- 5.1.2 Environmental Conditions in the Server Room

- Proactively by temperature controls
- Reactively by environmental monitors alarms

- 5.2 Incident Management

During Normal Business Hours: Incidents should be primarily raised via the Bolt portal on **www.bolt.aro.tech**. The Customer may also report incidents to the Customer Service Helpdesk during Normal Business Hours on **0151 905 9705**.

The Customer Service Helpdesk is staffed during Normal Business Hours. Outside of these hours, Bolt may be used to raise cases, or a message may be left on Customer Service helpdesk recording facility.

Out of Hours: Incidents which require immediate attention may be reported by designated users, by calling the out of hours fault line on **0120 262 9931**.

- 5.2.1 The Customer Service Helpdesk is staffed during Normal Business Hours. Outside of these hours, Bolt may be used to raise issues, or a message may be left on Customer Service helpdesk recording facility. Out of Hours, issues which require immediate attention may be reported by designated users, by calling an agreed party and an appropriate charge will be made for this service.

- 5.2.2 Upon detection of a service-affecting event a trouble ticket, with a unique identifier is opened. This Case ID is used to track the incident and transfer information between

the Customer, Arrow Customer Services Helpdesk and the internal staff responsible for resolution.

5.2.3 During the incident management process, the Arrow Customer Service Helpdesk retains ownership of the case.

The Customer Service Helpdesk will assign an initial priority to the issue as follows. Incident priorities will be based on a calculation between impact and urgency of an issue, as per the following matrix:

		Urgency			
		Low	Medium	High	Critical
Impact	Critical	P3	P2	P1	P1
	High	P3	P2	P2	P1
	Medium	P4	P3	P2	P2
	Low	P4	P4	P3	P3

Critical Impact	<p>Complete loss of a Critical Service</p> <ul style="list-style-type: none"> ○ At multiple sites or ○ For multiple users (>10) <p>Complete loss of access/functionality to a Critical Service Degradation of multiple Critical Services Complete loss of multiple Non-Critical Services across multiple sites Complete loss of resilience of Critical Service Backup failure – third consecutive occurrence Security Incident affecting more than 1 user >10% users offline</p>
High Impact	<p>Complete loss of Non-Critical Service</p> <ul style="list-style-type: none"> ○ At multiple sites or ○ For multiple users (>10) <p>Degradation of a Critical Service Degradation of multiple Non-Critical Services Complete loss of access/functionality to a Non-Critical Service</p>

	<p>Complete loss of resilience of Non-Critical Service</p> <p>Backup failure – 2nd consecutive occurrence</p> <p>Security Incident affecting 1 user but potential to lead to disruption</p> <p><10% users offline</p>
Medium Impact	<p>Complete loss of Non-Critical Service</p> <ul style="list-style-type: none"> ○ At one site or ○ For less than 10 users <p>Degradation of a Non-Critical Service</p> <p>Degradation of multiple Non-Critical Services</p> <p>Complete loss of access/functionality to a Non-Critical Service</p> <p>Complete loss of resilience for a Non-Critical Service</p> <p>Backup failure – 1st occurrence</p> <p>Security Incident affecting 1 user – contained (inc password forgotten)</p>
Low Impact	<p>Single user unable to use a Service</p> <p>End user feature not working</p> <p>Warning with no impact to Service</p>

Critical Urgency	<p>Response requires an immediate and sustained effort using any and/or all available resources as required until the Incident is resolved</p> <p>Generally, customers are unable to work and no work around is available</p>
High Urgency	<p>Users require expedited restoration of service, but can bear minimal delays</p> <p>Users may or may not have a work around available, or workaround may only provide partial relief</p>
Medium Urgency	<p>Users may or may not have a work around available or workaround may only provide partial relief</p>
Low Urgency	<p>Users may be inconvenienced, but a suitable workaround is available to allow the customer to continue working, or a delay in resolution is considered acceptable</p>

5.3 Incident Times

5.3.1 For Incidents raised during the Service Provision Time, Arrow shall endeavour to provide the Customer with an Incident response time based on the priority assignment by the Helpdesk as follows:

Standard Incident Service levels per priority

C	Schedule	Gold (hrs)	Silver (hrs)	Bronze (hrs)
P1 - Response	24/7	1	1	2
P1 – Resolution	24/7	2	4	8
P2 – Response	8am – 6pm (Mon-Fri)	2	4	4
P2 – Resolution	8am – 6pm (Mon-Fri)	4	8	16
P3 – Response	8am – 6pm (Mon-Fri)	4	8	8
P3 – Resolution	8am – 6pm (Mon-Fri)	8	16	32
P4 – Response	8am – 6pm (Mon-Fri)	10	10	10
P4 – Resolution	8am – 6pm (Mon-Fri)	16	32	48

The start of the Incident response time will commence from the time when an Incident is reported to the Arrow Helpdesk and a Case ID is issued;

The Incident response time ends when the designated Arrow staff member responsible for resolution, has started to work on the Customer’s issue.

For the purposes of this clause “Incident response” means the acknowledgment of a Customer incident report to the Helpdesk followed by the issue of a Case ID and the investigation by Arrow staff of the cause and best solution to the incident, with the aim of rectifying the Services. Incident response times refer to the initiation of incident diagnosis and are not a commitment to a time frame for rectification of the Services.

5.3.2 Arrow Network or infrastructure hardware failures: Arrow staff provide issue resolution for hardware problems related to the Arrow Network or infrastructure hardware.

5.3.3 If a failure requires Arrow hardware to be replacement, Arrow will replace the equipment with configured and tested spares, through maintenance agreements with Suppliers or through the purchase of replacement parts;

5.3.4 Non - Arrow Network or server hardware failures: If an issue cannot be traced to the Arrow Network or hardware infrastructure, and appears to be a problem with equipment for which Arrow is not responsible such as the Customer’s Server, Arrow will give the Customer a report of tests that have been carried out and an explanation of how the fault was traced.

5.4 Maintenance of Arrow Network or infrastructure hardware.

Arrow is responsible for maintaining all Arrow Network hardware and infrastructure to ensure that agreed Service Levels are maintained. Where maintenance involves the use of third parties, Arrow will remain the sole point of contact. Arrow will provide best endeavours to minimise any disruption.

5.4.1 Scheduled Maintenance and Planned Outages

Scheduled Maintenance shall be performed during a window between the hours of 21:00 and 07:30 UK time, Monday to Friday (“Scheduled Maintenance Window”); Arrow shall endeavour to provide the Customer a minimum of 7 working days’ notice via email for any change that affects the Service.

5.4.2 Emergency Maintenance

While Arrow makes every attempt to perform maintenance within the Scheduled Maintenance Window there are events which dictate that urgent maintenance activities are necessary to maintain the security, integrity or functionality of the Customer’s Services, any Service provided to other Arrow Customers or the Arrow Network. In the event that such Emergency Maintenance is required Arrow will use its reasonable endeavours to give prior warning of service degradation or risk thereof and will endeavour to keep such maintenance to an absolute minimum.

Change Control

5.5 Changes and alterations to the Service initiated by Arrow:

5.5.1 Arrow may, as a result of its on-going development or maintenance programmes, from time to time, amend the configuration of the Services provided;

5.5.2 Arrow will, where practicable, use reasonable efforts to give at least twenty-eight days prior notice to the Customer of any such amendments. Any such amendments shall not diminish the Services or Security posture of the services provided or result in any increased cost to the Customer. Arrow may, from time to time, and without notice, change or alter any third-party service providers used by Arrow, provided that no such changes or alterations shall result in any increase in charges to the Customer or cause any material change in the performance of the Services or Security posture of the Services;

5.5.3 For the avoidance of doubt, interruption to the Services which are preceded by calls to the Customer advising of Scheduled Maintenance and Emergency Maintenance, shall not be included in the calculation of Uptime Percentage provided this complies with paragraph 3.2.

5.6 Changes and alterations to the Services initiated by the Customer or nominated third Party:

5.6.1 The Customer (or a nominated third Party) may request changes to the Services. This includes requests to restart Customer Equipment.

5.6.2 The Customer must raise a Change Request via Bolt, or the Customer Service helpdesk, or their Account Manager.

5.6.3 Arrow will provide the Customer with a Change Request Case ID detailing the request.

5.6.4 Arrow will review the change request for approval.

5.6.5 Subject to approval Arrow will provide the Customer with timescales to implement, risk assessment, any possible Downtime and any costs incurred. The Customer can then choose to accept or decline the Change Request.

- 5.6.6 Arrow will carry out the change request in-line with the Change Request Ticket. The Customer will be notified once the request has been completed or if further information is required.
- 5.6.7 The Customer will be entitled to physical access to Customer Equipment during Normal Working Hours on not less than 24 hours' notice. In the event of an emergency resulting in a service affecting fault outside of Normal Working Hours Arrow will provide reasonable commercial endeavours to provide the Customer with access to the Equipment.