

Managed Colocation Package Terms

The Managed Service Terms and Colocation Terms apply to these terms. In this Managed Colocation Package references to days and Business Hours means Mondays to Fridays 09.00 – 17.30, excluding Bank Holidays.

Support and Maintenance

Support - What's In		
Service Components	Our Responsibilities	Your Responsibilities
Failed Hardware Replacement	Upon request our engineers will swap out failed hardware in your managed colocation rack. Where you have procured hardware through Us, we can support in coordinating delivery of the new hardware to the datacentre.	Ensure the necessary hardware warranties are in place and valid. Ensure monitoring of your equipment is in place and functioning. Notify Us about any hardware failures as soon as possible. You must pay for any upgrade or replacement parts and provide us with an ideal time to do the work. Where possible have spare parts available in your rack for remote hands to swap out and ensure that the new hardware is compatible.
Networking	We will supply and, where appropriate, charge for cabling and interconnects between equipment in a rack.	You must provide us with information on where any cabling or interconnects should be terminated.
Monitoring	We will monitor the data centre environment, which includes temperatures, connectivity (upstream network feeds). We do not monitor your individual servers and equipment.	Monitor your equipment and alert us to any hardware issues.
Future planning & architecture advice	We'll help you architect new systems or plan for future changes in your requirements. This means reviewing your requirements, making recommendations on how you can prepare now and planning those changes for you. We may sometimes charge an additional fee for complex projects where a lot of research is required on our part.	Tell us when you're planning something new, have a big project coming up or expect to have to scale up. The sooner we know the better, and it costs you nothing to talk to us about it.
Worldwide	We support worldwide platform replication, sync, management, and failover. This is ensuring your worldwide locations all work as if they were a single platform.	Ensure your application is able to handle worldwide replication and failover.

Maintenance – What’s In		
Service Components	Our Responsibilities	Your Responsibilities
Hardware Upgrades	Where you have hardware in a rack that we look after, we will perform small component upgrades such as CPU, memory modules and hard drives. We can also upgrade larger component such as SANs, network devices and UPS', this however may be chargeable.	Provide Us with at least 48 hours notice for any hardware upgrades. You must pay for any upgrade or replacement parts and provide us with an ideal time to do the work. There must be enough space in left in your rack to complete the work and you must ensure that the new hardware is compatible.

When will We carry out maintenance?

1. You may be notified of planned maintenance by Us in writing including by email, or any form of cloud based platform or tool which invites collaboration as specified by Us from time to time.
2. Where maintenance work requires interruption of the Service We shall try to work around Your business peak periods.
3. Planned work will take preference over unplanned work; if there is a resourcing conflict We will inform You as soon as possible and work with You on a revised date.
4. We perform Planned Maintenance during these times (“Base Maintenance Hours”) between the hours of 08:00 and 18:00 Weekdays excluding all Bank Holidays
5. Any Maintenance or work outside of Our Standard Maintenance Hours is charged separately to Your Managed Service, according to Our rates at the time.
6. If You prevent Us from completing maintenance (due to deferring, lack of approval or otherwise) and a fault or breach occurs as a result, We will not be held liable
7. Whilst We will use Our reasonable endeavours to minimise downtime; We cannot and do not warrant that the Services provided will be error free or without interruption. Unless otherwise expressly stated in the Relevant Product Terms We offer no service credits for any form of downtime or unavailability.
8. We do not warrant that all errors can and will be corrected. We shall endeavour to correct errors which We are contracted to try to fix so long as the errors are replicable by Us, or to provide a workaround to bypass around such error.

Getting In Touch & Response Times

We will aim to respond in the following timescales

1. Should You determine that the Service(s) include a defect, a member of Your Team shall file error reports or support requests. We shall provide technical support services only to Your Team.
2. We shall accept email and web form-based incident submittal, telephone calls (for English language telephone support) via our support desk specified by Us from time to time, from Your Team 24 hours a day, seven days a week. (Out of hours calls may be handled by a third party who will request information from Your Team to validate the caller).
3. We shall use reasonable endeavours to process support requests, ticket tracking or incident numbers if necessary, and determine the source of the problem and respond to You. We shall endeavour to respond to all support requests from Your Team within the time periods specified below, according to priority. We shall determine the priority and category of any fault in accordance with the following table.

Please note: The below response times for Our Managed Colocation Package are within Business Hours Only (Monday – Friday 9am – 5.30pm).

All scheduled maintenances on Our infrastructure along with network updates and incidents can be found on our NOC site at <https://noc.scholarwebservices.com/>

		Call type (see Category table).		
		Incident	Question	Task
Priority (see Priority table)	Urgent	0-2 hours	1-8 hours	1-8 hours
	High	1-8 hours	1-2 Days	1-2 Days
	Normal	1-2 Days	2-3 Days	2-3 Days
	Low	3-5 Days	5-7 Days	5-7 Days

Priority	
Low	An incident which is not important to the day to day running of systems
Normal	An incident which has/may have an impact to systems, but doesn't stop You working
High	An incident which stops a person(s) working or affects a small group of users
Urgent	An incident that impacts a group/site or the business as a whole and is considered business critical

Category	
Incident	A technical issue which needs investigating
Question	A query or question about the Service or infrastructure
Task	Changes, improvements to the Service and/or infrastructure

Your Team

1. Within three days of the start of the Minimum Term You will need to give Us details of the members of the Team who You want Us to liaise with, in relation to the Managed Services ("Your Team").
2. You will need to fully complete a Permissions Sheet, which You must send to support@scholarwebservices.com or submit through Your account portal (<https://portal.scholarwebservices.com>). The Service(s) cannot commence, though the Minimum Term will, until We have this information from You.
3. You should give Us details of a minimum of two members of Your Team including one Primary and one Escalation contact.
4. By giving Us these details You are giving Us Your permission for Us to accept instructions from Your Team.
5. You must notify Us in writing of any changes to Your Team or changes to the Permissions Sheet or Roles to support@scholarwebservices.com.
6. You shall ensure that Your Team are appropriately qualified and experienced to liaise with Us and act on Your behalf for the matter in hand.

Roles (Permission Groups)

This section explains the Roles that people have associated with their Permissions Sheet (below). If You feel that a Role is too broad or too specific please let Us know and We'll make it better. To help You and Us, We will also provide reports of permission groups so that You can make sure that You are happy with the level of access Your staff have and You can correct that, in writing, to support@scholarwebservices.com

1. Service Admin (Senior Role)

Scope: Typically signs off contracts, costs and can make any changes to the service. The Service Admin can be the technical escalation point, if the technical escalation contact is not available.

2. Technical Admin (Senior Role)

Scope: Typically used as the senior technical point of contact for services and escalation point of contact for outages and technical issues/changes requiring sign off.

- Approve scheduled maintenance, shutdowns and restarts
- Approve new people additions, updates to permissions and roles (starters and leavers).
- Approve decommissioning or deletion of data, config changes etc.

Restrictions: Cannot sign or amend existing contracts, without prior agreement from the Service Admin.

3. Technical Points of Contacts

Scope: These are typically developers working internally or outsourced development teams, which we will be liaising with to manage your environments.

- Raise Support Tickets
- Work with to troubleshoot issues
- Make small config changes

Restrictions: Cannot order new services, make large changes to set-up or configuration without prior sign off from the Technical Admin.

4. Billing

Scope: This is for your accounts team and bookkeepers. They can view, download and pay invoices on our system. They cannot change contracts, payment terms or users.

- Access invoices

- Raise billing queries
- Pay invoices online.

What's Out?

With Our Managed Colocation Services, unless it's In or We've specifically agreed otherwise in writing, it's Out. Here's a list of a few things that are Out:

1. Changes;

- Issues caused by changes made by You or Your developers, including if Your developers have Root, Admin or Sudo access to Servers.
- Unauthorised changes: Problems resulting from any modifications or customisation of the Relevant Products or Services not notified AND approved in writing by Us. For the avoidance of doubt, modifications to the Service shall include changes to the hardware, resources, operating system, the software stack or any configuration.
- A change to the configuration with hardware, operating systems or other supporting software from the original configuration as detailed in the Service Schedule, unless agreed in writing with Us.
- Relocation of the Service(s) unless agreed in writing with Us.

2. The Service(s);

- We will not monitor Your individual servers or Colocated Equipment.
- Application debugging help and support or other systems outside of our control.
- Operating systems, server images, the software stack and any related configuration.
- Networking configurations (firewalls, load-balancers or appliances)
- Load testing of hardware or applications
- Real Time Slack Support and/or other types of instant chat support
- Any other Service(s) not supplied by Us unless otherwise agreed in writing.

3. Your Team and Applications;

- Any issues related to Operating Systems, Databases or Applications.
- We will not support your software or operating systems. We will not do Your development or write any Code for You.
- Any faults, problems or malicious events that happen after We've made a recommendation to You e.g. We will make security recommendations, but if You choose not to follow them and something goes wrong as a result, any remedial work is not covered.
- Any breach of Your obligations under this Agreement or having the Service(s), or any part of it, maintained or fixed by a Third Party without Our approval.
- Any act or omission by You including as detailed in clause 6 of the General Terms.
- Monitoring of Operating Systems or Applications and their correct function.

4. Incorrect Use;

- Incorrect or unauthorised use of the Service or operator error.
- Use of the elements of the Service(s) in any combination or set up other than those specified in the Documentation.

5. External Problems;

- Problems arising from viruses, unauthorised access, hacking or other malicious acts or code and any subsequent remedial action that's required.
- Any fault in the Service(s) or Product(s) provided by Third Parties
- Any issues arising from Third Party software releases whether installed by Us or You e.g. if the latest Operating System contains a bug that adversely affects Your Service(s).

- d) Issues with Your computers or devices (laptops, desktops, tablets, phones, etc). This includes settings problems on these devices that are preventing them from working with the services provided by Us.
- e) Issues with networking, internet connections, firewalls or any other devices or services that You use to access the services provided by Us.

6. Support & Maintenance;

- a) Where We have fixed the same problem three times, and We consider that the reason for the issue recurring is outside of Our control, this issue will no longer be an In-Scope Service.
- b) Scheduled Maintenance on Your Service(s) outside of Our Standard Maintenance Hours.
- c) We will not be responsible for backup of any data held on the server unless We have agreed otherwise in writing.
- d) Hours required by our engineers to support your systems over and above the hours allocated in your contract (hours cannot be carried over between months).