Managed Base Package Terms

EKCO

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Managed Base Package Terms

The Managed Service Terms apply to these terms. In this Managed Package, references to days and Business Hours means Mondays to Fridays 09.00 – 17.30, excluding Bank Holidays. The Managed Base package is our entry level. If you need more support try our Plus or Ultimate packages.

1. Support and Maintenance

Support

Service Components	Our Responsibilities	Your Responsibilities
Monitoring	We monitor the critical system resources and the system state of servers in your production environment. We also monitor other services that make up your environment where possible. We will also monitor your application or websites uptime. We may also put basic uptime monitoring on your development environment.	
Physical / Virtual Hardware	We will update, patch and maintain the Physical / Virtual Hardware in accordance with warranty and support agreements.	You will allow Us to carry out necessary work assuming a documented change process is followed.
Operating Systems	We will update, patch and maintain an installed supported Operating System. We will support all versions of Windows that are also supported by Microsoft and all versions of Linux Red Hat, Debian, CentOS, SuSe, Ubuntu, Fedora and CoreOS that are currently officially supported by them; excluding preview and beta versions.	You will allow Us to carry out necessary work assuming a documented change process is followed.

Backups	Where backup software is provided by Us as part of a managed service, We will ensure database, code and system backups run successfully in accordance with the agreed schedule and retention policy. We reserve the right to not support certain backup software at Our discretion. Where You are unsure of a backup strategy or software, We can make recommendations to You.	You will provide Us with Your required retention policy (a standard policy is available if You are unsure). You must ensure the backup software is suitable and compatible to back up your environment and data, and adhere to the recommendations We make.
SSL / Secure Certificates	Setup and maintenance of any secure certificates required by You on the Service(s) as agreed.	You will pay Us for, or supply, the appropriate level of SSL certificate for Your Service(s).
User Management	This means Creating, deleting and updating user details and permissions as required by You.	You will provide Us with a list of users and required permission levels during onboarding and additionally notify Us of any changes to Your staffing or permissions.
Security	We will publish and follow a best practise for firewall rules, security settings and any specific setup required by Your Code or requested and approved by You.	You will provide Us with any exceptions in writing (such as IP whitelisting) that You require.

Service Resources	We will supply, manage and monitor the resources, such as power and network connectivity, that the provisioned Service(s) require to function.	You will allow Us to carry out necessary work assuming a documented change process is followed.
Network	We ensure your internal networking is online, operating efficiently and as secure as possible. This means firewalls, load balancers, internet connections, switches, security groups, gateways and IP addressing.	You must ensure we have access to the entire network, including giving us username/password credentials where needed.
Web Technologies	We'll ensure that Apache, Ngnix, IIS, PHP and .NET components are running and configured correctly. We update them on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime.
Database Technologies	We'll ensure that your MySQL, MariaDB and MS SQL database setups are as secure as possible using industry best practises. We also ensure they are running and configured correctly and update them on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime. You must also ensure you are accessing these databases in a secure

		way and do not reveal your connection details.
Mail Technologies	We'll ensure that your POP, IMAP and SMTP installations are as secure as possible using industry best practises. We update these services on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime.

Maintenance

Service Components	Our Responsibilities	Your Responsibilities
Monitoring	We monitor the critical system resources and the system state of servers in your production environment. We also monitor other services that make up your environment where possible. We will also monitor your application or websites uptime. We may also put basic uptime monitoring on your development environment.	You must tell us what endpoints / pages to monitor in your application (URL, ports and other special settings). You must also tell us how frequently you'd like these monitored and who to notify if we detect a problem.
Physical / Virtual Hardware	We will update, patch and maintain the Physical / Virtual Hardware in accordance with warranty and support agreements.	You will allow Us to carry out necessary work assuming a

		documented change process is followed.
Operating Systems	We will update, patch and maintain an installed supported Operating System. We will support all versions of Windows that are also supported by Microsoft and all versions of Linux Red Hat, Debian, CentOS, SuSe, Ubuntu, Fedora and CoreOS that are currently officially supported by them; excluding preview and beta versions.	You will allow Us to carry out necessary work assuming a documented change process is followed.
Backups	Where backup software is provided by Us as part of a managed service, We will ensure database, code and system backups run successfully in accordance with the agreed schedule and retention policy. We reserve the right to not support certain backup software at Our discretion. Where You are unsure of a backup strategy or software, We can make recommendations to You.	You will provide Us with Your required retention policy (a standard policy is available if You are unsure). You must ensure the backup software is suitable and compatible to backup your environment and data, and adhere to the recommendations We make.
SSL / Secure Certificates	Setup and maintenance of any secure certificates required by You on the Service(s) as agreed.	You will pay Us for, or supply, the appropriate level of SSL certificate for Your Service(s).

User Management	This means Creating, deleting and updating user details and permissions as required by You.	You will provide Us with a list of users and required permission levels during onboarding and additionally notify Us of any changes to Your staffing or permissions.
Security	We will publish and follow a best practise for firewall rules, security settings and any specific setup required by Your Code or requested and approved by You.	You will provide Us with any exceptions in writing (such as IP whitelisting) that You require.
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Web Technologies	We'll ensure that Apache, Ngnix, IIS, PHP and .NET components are running and configured correctly.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient

	We update them on a regular schedule.	setup, this may mean downtime.
Database Technologies	We'll ensure that your MySQL, MariaDB and MS SQL database setups are as secure as possible using industry best practises. We also ensure they are running and configured correctly and update them on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime. You must also ensure you are accessing these databases in a secure way and do not reveal your connection details.
Mail Technologies	We'll ensure that your POP, IMAP and SMTP installations are as secure as possible using industry best practises. We update these services on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime.
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Mail Technologies	We'll ensure that your POP, IMAP and SMTP installations are as secure as possible using industry best practises. We update these services on a regular schedule.	You will need to allow us time to perform the maintenance (ideally every month). If you don't have a resilient setup, this may mean downtime.

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. If You require regular work outside these times to suit Your business, We recommend taking Our Managed Ultimate plan, as it includes scheduled Maintenance work at any time of day.
6. We aim to complete critical patches within 1 calendar month and other patches within 2 calendar months.
7. 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
8. 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.
9. 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 software patch or 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 voicemail, email and web form-based incident submittal, telephone calls (for English language telephone support) and notices via any web based collaborative tool (such as Slack) 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 Base Package** are within Business Hours Only (Monday – Friday 9am – 5.30pm). If you require faster response time and/or out of Business Hours support, check out Our Managed Plus and Managed Ultimate packages.

		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 Contact

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 not included?

With Our Managed 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;

a) Issues caused by changes made by You or Your developers, including if Your developers have Root, Admin or Sudo access to Servers.
b) 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.
c) 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.
d) Relocation of the Service(s) unless agreed in writing with Us.

2. The Service(s);

a) Application debugging help and support for issues that arise from your code, 3rd parties or other systems outside of our control.

b) Code repositories, server images, server recepies (Docker, Ansible, Chef, Puppet, etc).
c) Auto-scaling setups and related services or monitoring
d) Central log management services
e) Load testing applications and support
f) Real Time Slack Support and/or other types of instant chat support
g) Any other Service(s) not supplied by Us unless otherwise agreed in writing.
h) We will supply and, where appropriate, charge for cabling and interconnects between equipment in a rack.

3. Your Team and Code;

a) Any issues related to Your Code, Database or Application.
b) While We can assist in debugging Your code (We will inform You in advance if this is a chargeable service) We will not do Your development or write any Code for You.
c) 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.
d) 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.
e) Any act or omission by You including as detailed in clause 6 of the General Terms.
f) Monitoring of Your Code or Application and its correct function.

4. Incorrect Use;

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

5. External Problems;

a) Problems arising from viruses, unauthorised access, hacking or other malicious acts or code and any subsequent remedial action that's required.
b) Any fault in the Service(s) or Product(s) provided by Third Parties
c) 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) Any DBA (Database Administrator) work or work that a DBA would usually undertake unless We have specifically agreed otherwise in a Service Schedule.

e) 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).