

SERVICE LEVEL AGREEMENT

November 2019

This SLA describes B-Cam Ltd. terms and conditions, regarding support and maintenance for both hardware and software.

www.b-cam.net



VERSION CONTROL

| Version | Date | Approved By | Summary Of Changes |
|---------|------------|-----------------|--|
| 1.0 | 01/01/2017 | B-Cam Directors | Initial Document |
| 1.5 | 01/01/2018 | B-Cam Directors | Changes to licence packages and hardware |
| | | | warranty. |
| 2.0 | 01/03/2019 | B-Cam Directors | Changes to licence packages, and support |
| | | | structure. |
| 2.1 | 01/12/2019 | B-Cam Directors | Changes to hardware warranty, website |
| | | | information |
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Introduction

Customer Service

This document details the services B-Cam Ltd provide and the commitments we make to the delivery of these services.

The Service Level Agreement (SLA) covers the B-Cam Media Manager system software as well as B-Cam Ltd hardware products.

This SLA will be reviewed on an annual basis to ensure that it continues to meet customer requirements and reflects changes in B-Cam Ltd services.

Purpose

To inform customers about:

- What services are provided by B-Cam Ltd
- What level of support to expect
- Customers responsibilities

To enable B-Cam Ltd to:

- Describe its responsibilities for providing support services
- Set service levels
- Report on its performance

Scope

This document covers hardware and software products and support services provided by B-Cam Ltd to their customers.

The support services and service levels in this document relate to access and normal operation of the B-Cam Media Manager system software. For other equipment, legacy systems, and not yet validated systems help will be provided on a "reasonable endeavours" basis and may be chargeable.

Note: B-Cam Ltd.'s ability to respond may be constrained by the need to call upon third party support (e.g. hardware maintenance and third-party software support).

This SLA is part of B-CAM quality process and compliant with our GDPR policies, available online on our website: https://b-cam.net/index.php/gdpr/



Support Objectives

B-Cam Ltd.'s primary objectives are to:

- Meet the changing needs of B-Cam Ltd.'s customers
- Provide high quality service availability and resilience compatible with cost effective operations
- Ensure that all customers staff are adequately supported and assisted in their day to day activities
- Ensure that customers clearly understand what level of service to expect and their own obligations to provision of these services
- Respect and safeguard confidentiality of customers' data and equipment

B-Cam Ltd Responsibilities

B-Cam Ltd will:

- Provide support during normal business hours (09.00 17.00hrs) (UTC + 00:00) on working days*
 with out of hours support available for some key services. Additional support services are
 available as a cost option.
- Ensure access to the Service Desk within advertised hours
- Support a range of supported hardware and software agreed with our customers, which will be reviewed on an annual basis
- Reserve the right to take systems out of service for upgrades and to make other changes as deemed necessary for the efficient and effective running of the systems
- Publicise the proposed downtimes for all services for customers' reference, providing suitable advance notice of planned outages outside a regular system maintenance period
- Inform nominated point of contact of serious faults affecting services.
- Ensure that changes to major business IT services will go through the B-Cam Ltd change management process efficiently and effectively
- Notify customers via email and other mechanisms of withdrawal of services and give suitable notice of at least one calendar month
- Offer only limited support for products or software where there is no current maintenance contract or warranty agreement
- Provide systems and services in accordance with the business IT Security Policy
- Ensure that all support activity is completed within business Health and Safety requirements
- Undertake regular audits of products and software systems to ensure compliance with business software licensing policies

Note: Equipment outside the SLA will be covered on a reasonable endeavours' basis only. In some cases, support will be chargeable however B-Cam Ltd will always notify the customer in advance of costs involved.

^{*} Monday to Friday excluding weekends and public holidays.



Customer Responsibilities

Customers will:

- Provide feedback to B-Cam Ltd on Customer Service requirements
- Follow the appropriate procedures for contacting the B-Cam Ltd Service Desk in order to receive the levels of service specified in this document
- When requesting services from B-Cam Ltd, provide a named contact who has the necessary authority to make decisions about the work to be undertaken
- Provide reasonable access (subject to Health and Safety Standards) to support staff in order for them to complete their work to meet service level targets. Inability to give reasonable access may result in requests being delayed or closed and could result in the request falling outside of the SLA
- Ensure their computer is available on the network to allow B-Cam Ltd support staff remote access to diagnose and fix faults. Failure to do so may result in said support staff taking longer to resolve issues and additional costs
- Provide or support administration access rights to B-Cam Ltd staff in order to be able to update software, required patches or remedial work as necessary
- Ensure that only properly licensed software is installed on operational equipment and is correctly registered with the business
- Make their B-Cam Media Manager available for periodic mandatory audits. These will be undertaken to ensure compliance with business software
- Ensure operating system and application security patches are installed in a timely manner as approved by B-Cam Ltd
- Ensure that all equipment is covered by a current hardware and software maintenance agreement or warranty
- Take responsibility for hardware maintenance agreements for other peripherals that fall outside of the agreed support contract
- Ensure they are responsible for the security of their own data which is stored outside the B-Cam Ltd Data Centre Facility
- Procure their staff not to divulge their individual log in detail to other people except for the purposes of fault resolution by authorised B-Cam Ltd support staff
- Provide reasonable resources to help with testing of service changes when requested by a B-Cam
 Ltd authorised staff member
- Notify B-Cam Ltd in advance of events or requirements that might require a higher than normal level of support
- Notify B-Cam Ltd in advance of any event likely to affect service availability (e.g. electrical power down)
- Ensure that all support activity requested is within Customers Health and Safety requirements and Disabilities Policy Guidelines

Note: Operational equipment with unlicensed software or out of warranty will not be supported until the software has been deleted or licensed appropriately

Note: Licensing policies. Systems which have not been audited in accordance with business policies will not qualify for support under this SLA



Outline of Support Process

All requests for assistance should first be logged at the B-Cam Ltd Service Desk which will manage the calls received to resolution. Calls will be categorised as either Incidents, Jobs or Service Requests and then prioritised. In general, resolution of Incident cases takes precedence over fulfilment of Jobs and Service Requests.

Incidents

An incident is defined as where an error or disruption to an existing service has occurred that requires early resolution to enable normal working practices to continue. Incidents are allocated priority according to the impact on business and urgency of the situation.

Jobs

A job is defined as a request for a service such as installing software or new Client, providing access to a computer application or upgrading an existing B-CAM Media Manager Software and as such will fall outside this SLA.

Service Requests

A Service Request is defined as project related request that comprises of multiple jobs or one or more software changes. A project service request or change request will fall outside the scope of this SLA and must the subject of a separate agreement between B-Cam and the Customer.

Support Matrix

The support provided by B-Cam Ltd comprises of two main elements:

First tier support

The B-Cam Ltd Service Desk technicians provide the first line and second line support. They can be contacted by telephone, email or via the web support system.

For customers in different time zones, the first level of support will be provided by our local partner, in order to ensure a response during business hours.

Second tier support

The B-Cam Ltd second-tier teams include technical specialists who are responsible for development of IT Services. Second tier support resources will be deployed to resolve in-depth support issues which cannot be resolved by the first-tier team.



Service Availability

Normal Service Hours

Normal business hours are 9am to 5pm on working days (UTC + 00:00). B-Cam Ltd Services are usually available during normal business hours, except if system maintenance has been agreed. Support is available at these times via the B-Cam Ltd Service Desk.

For customers in different time zones, the first level of support will be provided by our local partner, in order to ensure a response during business hours.

Extra Service Hours

In case of extra service hours required for any reason (except Out of Hours Cover) by a customer, the following extra charges will apply. Please note, to require this extra service, the customer must respect a notice period of 10 working days.

| Period | Time | Rate applied |
|---|-----------------------------|-----------------|
| Week night | 17.00 pm to 09.00 am | Daily rate* 1.5 |
| Saturday | 09.00 am to 17.00 pm | Daily rate* 1.5 |
| Sunday and bank holidays | 09.00 am to 17.00 pm | Daily rate* 2 |
| Week-ends and bank holidays night * | 17.00 pm to 09.00 am | Daily rate* 2 |
| Christmas, Boxing or New Year's Day or Good Friday | Rates available upon reques | t |

^{*}except Christmas, Boxing or New Year's Day nor Good Friday

Out of Hours Cover

Out of Hours Cover (OHC) is intended to cover restoration of systems which have failed outside of normal business hours and which is essential to the running of business-critical services. For example, if evidential Body worn footage uploads fail this would be dealt with on an OHC basis. Events covered by OHC are only Priority 1 incidents if they had occurred during normal business hours.

The OHC cover does not guarantee that any fault reported will be fixed out of hours as this may require more resource than is available (e.g. an external 3rd party company deployment, which could be chargeable). OHC falls outside of the SLA.

| Level of cover offered | Mon – Fri | Sat, Sun, Bank |
|------------------------|------------------|----------------|
| Normal Support | 09.00 – 17.00hrs | None |

^{*} Cover is not provided Christmas, Boxing or New Year's Day nor Good Friday.

Making a call to the Out of Hours Cover (OHC) line

The Out of Hours Cover Line (OHCL) will act as an interface between the customer and the B-Cam Ltd support teams.

Customers requiring out of hours support should call Tel: (+44) 0118 206 5612

The OHCL engineer will ask for name and contact details of the customer to ensure they are covered through the support agreement, before asking for details of the incident. The engineer



will then obtain as much detail as possible prior to logging the call. Part of the role of OHCL is to screen the call to ensure it is of appropriate level of criticality and it is covered under OHC. If it does not meet the appropriate criteria the call will not be accepted.

Once accepted the OHCL engineer will call the appropriate B-Cam Ltd technician who will check out the fault and deal with it as appropriate.

Service Maintenance Schedule

It is necessary to take systems out of service from time to time to allow upgrade of hardware, operating system and applications software. On occasions, it will also be necessary to apply urgent fixes for security, operational or business reasons. In general B-Cam Ltd will endeavour to do this work during agreed regular maintenance sessions. However, if the need is so great that a system requires to be taken out of service at other times B-Cam Ltd will endeavour to give as much notice as possible to customers of service unavailability.



Service Provision

Service Desk

The Service Desk manages the progress of all calls and identifies for action those calls which are likely to fail their performance targets.

Therefore, the Service Desk should always be the first point of contact with queries about call progress, priority or quality of resolution.

Hours of service: 09.00 – 17.00hrs Monday to Friday*. (UTC +00:00)

Messages can be left outside these times for action the next working day. Urgent issues can be reported to the Out of Hours Cover Line.

The Service Desk can be contacted as follows:

Telephone: 0118 370 3293 Email: support@b-cam.net

Online Support request: https://b-cam.freshdesk.com/support

All calls will be allocated a unique ticket number and acknowledged by email.

For customers in different time zones, the first level of support will be provided by our local partner. The contact details will be provided locally by our partner and specified when validating the SLA with the customer.

Remote Assistance

Support Staff may use remote assistance tools to connect to a customer's computer to help diagnose and fix a fault without having to physically visit them. In all cases this will be done with the agreement of the customer. B-Cam's primary method of remote support is via TeamViewer. Either a remote support software link will be sent, or the customer can provide the correct credentials for the engineer to connect.

On-site Assistance

The on-site assistance will be charged on the daily rate basis.



Incident Management

The primary goal of the Incident Management Process is to restore normal service quickly as possible in order to minimise the adverse impact on business.

Incidents are defined as an unplanned interruption to an IT Service or a reduction in the quality of an IT Service. Incidents are given a priority to help B-Cam Ltd plan and allocate work to available resources, especially in busy periods. Each priority has target times relating to response (i.e. confirmation to the customer that action is being taken) and its resolution.

Priority Allocation

The priority given to an incident is determined by a combination of its impact (on the business, department or individual), and urgency.

The following definitions are used to establish priority:

| Impact | Definition |
|--------|---|
| High | A Key Service* has failed or is degraded affecting all users A service is at risk owing to a threat or potential event (e.g. critical footage upload failure) Significant risk may result from the incident |
| Medium | A Key Service* has failed or is degraded affecting a single user A non-key service has failed or is degraded impacting multiple locations or users Full system unable to playback footage |
| Low | A non-key service has failed or is degraded affecting a single user |

| Urgency | Definition |
|---------|--|
| High | Critical deadline(s) are at risk and no workaround is available to the customer(s) |
| Medium | No immediate deadline and no workaround is available to the customer(s) |
| Low | No immediate deadline or a workaround is readily available to the customer(s) |

| Priority Allocated | | Impact | | |
|--------------------|--------|--------|--------|-----|
| | | High | Medium | Low |
| | High | P1 | P2 | P3 |
| Urgency | Medium | P2 | Р3 | P4 |
| | Low | P3 | P4 | P5 |

All Priority 1 and 2 incidents must be reported by telephone initially and then confirmed by email. All other priorities can be reported by telephone or email.

If a person believes that their call should receive a higher priority than allocated, they should raise the issue with the Service Desk Manager.

Incident Response and Resolution

Response and resolution times are listed below according to priority of the incident. It is important to note that these are maximum times rather than standard or normal times and that all incidents will be resolved as quickly as possible.



The times relate to the normal service hours of the Service Desk, i.e. from 09.00 - 17.00hrs (UTC +00:00)

Monday to Friday on business days.

| Priority | Max Response | Time Response | Target Max Resolution | Time Resolution Target |
|----------|--------------|---------------|-------------------------|---------------------------|
| P1 | 30 minutes | 90% | 4 hours | 90% |
| P2 | 1 Hour | 90% | 8 Hours | 85% |
| P3 | 4 Hours | 80% | End of next working day | 75% |
| P4 | 1 Day | 80% | 5 Days | 75% |
| P5 | 2 Days | 80% | 10 Days | 75% |

Priority 1 and Major Incidents

Priority 1

Incidents which have a business wide impact are treated as Major Incidents and are handled via the Major Incident Procedure, which includes a communication process to keep customers and senior B-Cam Ltd Managers informed.

Priority 2

Incidents can also include where the impact is more contained, such as within a single department.

In both cases resolution takes precedence over other activities where there is a requirement for the same resource.



Escalation process

Conditions

The escalation process is invoked when there is a possibility that the service target for a particular incident is likely to be exceeded.

Escalation will expedite support activity so that incidents receive the necessary attention. All times are in working hours/days.

| Priority | Max Resolution | Service Desk Manager | Company Director |
|------------------|----------------|-------------------------|------------------------|
| P1 (Critical) | 4 hours | Immediate | Immediate |
| P2 | 1 day | 75% Elapsed | Breach +50% |
| Р3 | 2 days | 75% Elapsed | Regular Breach Reports |
| P4 | 5 days | 75% Elapsed | Regular Breach Reports |
| P5 | 10 days | 75% Elapsed | Regular Breach Reports |

^{*&#}x27;Breach' means expiry of maximum resolution time.

In addition, customers are advised to contact the B-Cam Ltd Support Desk if they are concerned about a particular incident. If the Support Desk staff are unavailable, customers should contact the Service Desk Manager.

Complaints Procedure

If there is still an outstanding issue relating to the service provided, after discussion with the Support Team Manager, then the customer should contact the B-Cam Ltd Support Desk Manager who will discuss the concern with the customer and if appropriate, the Managing Director of B-Cam Ltd in order to agree the appropriate action.



Annex 1: Software Licence & Support Package

The B-Cam Ltd. Software and Support packages are described below. Please note that these conditions are valid until 01/04/2020 and are subject to change with notice. For pricing and details, please contact the B-Cam sales team.

BCMM Cloud Package

- Technical Documentation, User Guides and Basic Training Videos provided.
- Remote installation of software suite.
- Up to 1TB storage.
- Standard support during office hours (09:00-17:00)
- Online & telephone support

BCMM Standalone Package

- Technical Documentation, User Guides and Basic Training Videos provided.
- On-Site installation of BCMM system and equipment.
- Standard support during office hours (09:00-17:00)
- Online & telephone support
- Priority Office Hours Support Line

BCMM Commercial Support Package

- On-Site installation
- 24/7 Emergency Support
- Up to 10TB storage
- Priority Office Hours Support Line
- Direct exchange for broken equipment



Annex 2: Hardware warranty

Standard Limited Warranty

This part sets out the standard B-Cam Ltd Warranty policy for body worn products supplied by B-Cam Ltd (the **Equipment**), sold to customers.

B-Cam Ltd warrants that the Equipment shall be free from defects in materials or workmanship during the Warranty Period (defined below).

Subject to the exclusions detailed below, if the Equipment fails to conform to this Warranty and the purchaser notifies B-Cam Ltd in writing within the Warranty Period, B-Cam Ltd shall, without charge for labour or parts, repair or (in its sole discretion), replace the Equipment on the terms and conditions set out below. Where B-Cam Ltd chooses to repair the Equipment B-Cam Ltd requires the purchaser to return the same to B-Cam Ltd at the purchaser's expense.

Warranty Period

The Warranty Period is One (1) YEAR from the date of purchase by the original end-user customer, unless:

- An exceptional warranty period applying to the Equipment or a component part thereof is agreed, extended or published by B-Cam Ltd;
- The Equipment has been repaired or replaced under warranty, in which case the warranty applies until the end of the original Warranty Period or six (6) months from the date of such repair or replacement, whichever is the later

Customers are advised to make back-up copies of all data sent to or accompanying products sent to B-Cam Ltd. B-Cam Ltd is not responsible for any damage to or loss of any programmes, data or other information stored on any media or any part of the Equipment which may be returned for repair or replacement under this warranty.

Warranty Claims and Validation

Warranty claims are subject to:

- The purchaser presenting to B-Cam Ltd (either via the properly authorised B-Cam Ltd dealer from whom the product was purchased, or by contacting B-Cam Ltd directly at the address stated below) the original sales invoice indicating the date of purchase by the original end-user customer, serial number and the original dealer's name, together with the defective Equipment, within the Warranty Period
- Inspection by B-Cam Ltd (or its authorised service agent) disclosing to the satisfaction of B-Cam Ltd that the defect in the Equipment has arisen from defects in the Equipment during the Warranty Period and none of the exclusions apply

Exclusions

The following are excluded from warranty:

- Internal Batteries are covered by a three (3) month manufacturer warranty.
- Consumable Parts such as battery flaps, buttons, attachments such as Klickfast, battery packs, USB charging cables
- Normal wear and tear of parts, as defined by B-Cam Ltd for example in Service Manuals, unless there is evidence of a manufacturing defect
- Damage or loss to any software programmes, data, or removable storage media costs associated with de-installation, re-installation or integration into a system



- Any additional exclusions which may apply to specific products or product types the details of which are published on <u>b-cam.net</u>
- Damage caused by:
 - Acts of God or any reason beyond B-Cam Ltd reasonable control
 - Misuse, including (but not limited to) failure to use the Equipment for its normal purpose in accordance with B-Cam Ltd instructions on its proper use and maintenance
 - o Improper operation or maintenance of the Equipment
 - Connection to improper power supply; attempted repair by anyone other than a properly authorised B-Cam Ltd service agent
 - Use of the Equipment in conjunction with third party accessories, products or ancillary peripheral equipment not authorised by B-Cam Ltd
 - Equipment where the manufacturer's serial number has been altered, deleted, removed, or made illegible
 - Equipment which has been adjusted or adapted without B-Cam Ltd prior written consent, including (but not limited to):
 - upgrading the Equipment beyond specifications or features described in the instruction manual
 - modifications to the Equipment to conform it to national or local technical or safety standards in countries other than those for which the Equipment was specifically designed and manufactured

Limitation of Liability

THE EXPRESS WARRANTY ABOVE SHALL BE THE FULL EXTENT OF B-CAM LTD LIABILITY. ACCORDINGLY, B-CAM LTD DISCLAIMS ALL OTHER LIABILITY FOR LOSS OR DAMAGE HOWSOEVER CAUSED (EXCEPT FOR DEATH OR PERSONAL INJURY RESULTING FROM PROVED NEGLIGENCE) ARISING OUT OF THE PURCHASE, POSSESSION, SALE OR USE OF THE EQUIPMENT AND ALL OTHER TERMS, CONDITIONS, AND WARRANTIES EXPRESS OR IMPLIED, ARISING OUT OF TRADE USAGE OR OTHERWISE ARE HEREBY EXCLUDED.

IN NO EVENT SHALL B-CAM LTD BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, DELAYS, OR INACCURATE INFORMATION OR ADVICE. NOTWITHSTANDING THE FOREGOING OF THE CUSTOMER'S STATUTORY RIGHTS (IF ANY) ARE NOT AFFECTED.

Miscellaneous Provisions

No person, including any distributor, dealer, agent or representative of B-Cam Ltd is authorised to assume for B-Cam Ltd any liability on its behalf or in its name.

The purchaser is not entitled to rely on any representations made either orally or in writing by, or on behalf of, B-Cam Ltd save for those made directly by an authorized company representative.

The purchaser relies entirely on its own skill and judgement in determining the fitness of any item of Equipment for any particular purpose.

For further information please contact B-Cam Ltd, at the following address:

B-Cam Ltd. Reading Enterprise Centre, University of Reading, Whiteknights Road, RG6 6BU.

Standard Warranty Conditions

Customer Data on media

B-Cam Ltd has no liability to the owner of the Data or any third party for any loss, damage or corruption to any data, information or footage (together "Data") stored on any media passed to B-Cam Ltd. In the event that the media contains Data, the destruction of which would lead to the owner suffering loss, B-Cam Ltd therefore recommends that the owner of such Data, makes suitable copies



of all such Data before the media is supplied to B-Cam Ltd, and/or obtains adequate insurance to protect themselves from such loss.