

SCHEDULE 2
Service Level Agreement



Service Level Agreement

All capitalised terms used in this Service Level Agreement (“**SLA**”) shall have the meaning given to them in the Oxehealth Service Agreement entered into between Oxehealth and Partner for the provision of the Oxehealth Service.

1. Service Commitments

- 1.1 During the Term, Oxehealth shall provide support and maintenance for the Oxehealth Service in accordance with this SLA aiming to respond to and resolve any issues that may arise with the Oxehealth Service. These services are provided to Partner without additional charge such that the cost of support and maintenance is included within the Fees.
- 1.2 As part of the support services, Oxehealth shall make available to Partner a 24/7 support hotline (the “**24/7 Support Line**”) for Partner to report serious issues and submit Clear Video Data requests in accordance with the table set out below. Such 24/7 support hotline may be provided by a third-party sub-contractor, who shall comply with the relevant clauses of Schedule 6, and with whom Oxehealth shall enter into a suitable data processing agreement.
- 1.3 Provided Partner complies with its procedures as set out below (e.g. notification, provision of assistance and information etc.) Oxehealth shall use reasonable endeavours to meet or exceed the following target response and resolution commitments.
- 1.4 For the purposes of the following table, the following words and expressions shall have the meanings set out below:
 - a. “**Incident**” means any incident where there is an unplanned interruption to or quality reduction (in accordance with its specification) that adversely impacts the use of the Oxehealth System by Partner Personnel for the defined purpose in the Location;
 - b. “**Security Incident**” means any actual or reasonably suspected accidental or unlawful unauthorised disclosure of, or access to, Partner Data from the Oxehealth System at the Location (Clear Video Data, Anonymised Video Data, Alert Data, Vital Signs Data, Partner Input Data) transmitted, stored or otherwise processed by Oxehealth; and
 - c. “**Resolved**” means, following an Incident, when the Oxehealth System is working in accordance with its specification and does not adversely impact the use of the Oxehealth System by Partner Personnel for the defined purpose in the Location and “Resolve” and “Resolution” shall be construed accordingly.

Scenario	Resolution steps
The Oxehealth System is not operational for the full ward	- Partner Personnel to log Incident with Oxehealth immediately on 24/7 Support Line. - Oxehealth to resolve Incident within 24 hours (7 days a week) unless the Incident is unrelated to the Oxehealth System and based on Partner providing immediate access to the Location, if required.

The Oxehealth System is not operational for one or more rooms	• Partner Personnel to log Incident with Oxehealth immediately. • Oxehealth to resolve "technical faults" remotely, if possible, within 1 working day, (if incident is reported Monday to Friday), or next working day (if incident is reported Saturday to Sunday). • Oxehealth to resolve "hardware faults" related to the Oxehealth System within 72 hours (7 days a week), provided immediate access to Location, if required.
One or more of the user interfaces is not operational (but there is an alternative user interface that is operational)	• Partner Personnel to log Incident with Oxehealth. • Oxehealth to resolve "technical faults" remotely, if possible, within 1 working day (if incident is reported Monday to Friday) or next working day (if incident is raised Saturday to Sunday). • Oxehealth to resolve "hardware faults" within 72 hours (7 days a week), provided immediate access to Location, if required.
The staff perceive a reduction in performance of the Oxehealth System's functionality that is not in accordance with its specification	• Partner Personnel to log Incident with Oxehealth. • Oxehealth to resolve within 72 hours (7 days a week), including explaining to Partner Personnel when Oxehealth Service is performing as expected. If the resolution requires a software patch or release of a new version, Oxehealth will use "best efforts" to resolve as quickly as possible working in partnership with Partner Personnel.
Partner requests Clear Video Data	• Partner Personnel to log request with Oxehealth immediately on 24/7 Support Line, including all relevant information required to action the request (room and time details). Any requests received more than 18 hours from the time of the required video clip will be delivered on a "best efforts" basis and are not guaranteed, due to the time required to process the request. • Oxehealth to clip data remotely. • Oxehealth to securely deliver data clip as an encrypted video file within 72 hours of an authorised request (if request raised and authorised Monday 00:00 to Thursday 17:30) or 96 hours of an authorised request (if request raised and authorised Thursday 17:31 to Sunday 23:59) to Partner in line with Partner Clear Video Data request protocol – provided Partner provides immediate access to the Location and Partner Personnel to collect and deliver the Clear Video Data.
There is damage to secure housing unit in a patient room (showing "interfered with" status on the Oxehealth system)	• If applicable (e.g. the housing is dirty and needs cleaning), Partner Personnel to follow cleaning instructions. • If there is damage to the housing that cannot be rectified through cleaning, Partner Personnel to log Incident with Oxehealth. Partner Personnel in partnership with Oxehealth to resolve within 72 hours (7 days a week) provided Partner provides immediate access to Location, and where replacement of secure housing unit is required, availability of Partner Personnel or their approved subcontractor to resolve.

each Oxehealth service commitment in the above table being a "**Service Level**".

- 1.5 Where Partner has reported an issue with the Oxehealth Service, it shall promptly provide to Oxehealth such output and other data, documents, information, assistance and access, as are reasonably necessary to assist Oxehealth in responding to the report, reproducing the issue or resolving the issue and/or developing a workaround

2. **Service Level faults**

- 2.1 If Oxehealth fails to meet a Service Level (a **"Service Level Failure"**), Partner shall have the right to report the Service Level Failure to the Partnership Board for review (and if necessary resolution and remediation) at the next Partnership Board Meeting. If Partner (acting reasonably and in good faith) considers the Service Level Failure to be a material breach of the Agreement, Partner shall have the right to call an extraordinary Partnership Board Meeting by notifying Oxehealth of the request in writing (**"Extraordinary Notice"**). The parties shall use reasonable endeavours to hold an extraordinary Partnership Board Meeting within fourteen (14) days of Oxehealth's receipt of an Extraordinary Notice. The rights granted in this paragraph and section 8.3 shall be Partner's sole and exclusive remedy for any Service Level Failure.
- 2.2 Oxehealth shall not be liable for any Service Level Failure, outage or unavailability of the Oxehealth Service arising as a result of: (i) a failure by Partner to perform or comply with any Partner Dependency or any of the activities set out in the table above or (ii) a Force Majeure Event; or (iii) any cabling issues that are not related to cabling that Oxehealth has expressly agreed with the Partner to manage in writing. For the avoidance of doubt, Partner is responsible for investigating and rectifying any suspected issues with cabling it provides or is responsible for (save as agreed with Oxehealth that Oxehealth will manage).