



KITS Terms & Conditions G Cloud 14

To the requirements of: ISO27001

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Purpose

KITS Terms & Conditions for GCloud 14

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3

Martin Stapleford

Amendment History

This document is reviewed periodically, at least annually, and is retained for a period of 1 Year. Amendments and revisions are distributed to the named holders. The history of amendments and the issue of revisions are recorded below.

Date	Amend. No.	Page No.	New Issue No.	Reason for Change	Authorised by
04/03/2020	-	All	1	Creation / Draft	Dr Grant Harris
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1. Consultancy and or Managed Services Agreement

Between

(The Client)

Client Company details

Company registration number and registered office.

and

Keep IT Simple Limited, 10443621 and whose registered office is at 7 Savoy Court, London, United Kingdom, WC2R 0EX

2. Definitions

In this Agreement, words importing the singular will include the plural and vice versa and unless the context requires otherwise, the following terms will have the following meanings:

Client means the person, firm, or corporate body together with any subsidiary or associated company irrespective of location or geography requiring the Services as detailed in the Project Schedule.

Confidential Information means (without limitation) all and any information about business plans, business methods, corporate plans, management systems, finances, maturing new business opportunities, research and development projects, concepts, ideas, new products, product formulae, source code, software, software designs, graphic designs, artwork, processes, inventions, discoveries or know-how, sales statistics, sales techniques, marketing surveys and plans, costs, profit or loss, prices and discount structures, the names, addresses and contact details of customers and suppliers or potential customers and suppliers, (whether or not recorded in writing or on computer disk or tape or otherwise), which the Client (or any associated company of the Client) treats as confidential information which the Consultancy is told or ought reasonably to expect is confidential and any information which has been given to the Client (or any associated company of the Client) in confidence by actual or potential customers, suppliers or other persons;

Consultancy means the company registered in the United Kingdom supplying the Services as detailed in the Project Schedule and includes Key Personnel.

Employment Claim Liabilities means any costs, claims, actions, proceedings, losses, damages, compensation, awards, fines, demands, orders, payments by way of settlement, liabilities and reasonable expenses (including legal expenses) relating to or arising out of the employment or alleged employment of an employee of the Consultancy or its termination including, without prejudice to the foregoing generality, negligence claims by any employee and any third party or any liability or compensation for unfair dismissal, redundancy, unlawful discrimination, breach of contract, claims in relation to pension entitlement or any other benefits, unlawful deduction from wages, equal pay, failure to comply with any statutory consultation obligations, any claim by Key Personnel for equal treatment under Agency Workers Regulations 2010 and the application of any employment related regulations or legislation;

Fees means the fees payable by the Client to the Consultancy for the Services as set out in Schedule 2 to the Agreement or as otherwise agreed between the parties and set out in the Project Schedule.

Force Majeure Event means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, national strikes,

lockouts or other industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services but excluding lockouts or other industrial action affecting only the party's own employees.

Intellectual Property Rights means all present and future patents, patent applications, copyrights, database rights and rights in the nature of copyright and database rights, any registered or unregistered design rights or rights in the nature of design rights, all registered designs or applications for registered designs, all know how and all other intellectual or industrial property in each case in any part of the world and whether or not registered or registerable and for the full period of any legal protection and all extensions and renewals;

Key Personnel means the person(s) employed and/or supplied or engaged by the Consultancy to provide the Services during the Project Period and any other person(s) who may be substituted in accordance with clause 3.1(g) of this Agreement.

Materials means all information whether in tangible or any other form, including, without limitation, specifications, reports, data, notes, documentation, drawings, software, computer outputs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not) and know-how, and the media (if any) upon which such information is supplied generated in the course of or arising from the performance of the Services by the Consultancy pursuant to this Agreement;

Project Period means the period during which the Client engages the Consultancy to provide Services as detailed in the Project Schedule.

Project Schedule means the Schedule attached at Schedule 1 to this Agreement which outlines the details of the Services required by the Client.

Relevant Jurisdiction means the country in which the Services are to be provided.

3. The Agreement

- 3.1 In return for payment by The Client, the Consultancy agrees to provide the Services to the Client for the duration of the Project Period.
- 3.2 The Consultancy will be an exclusive provider of the Services and will provide the Services when requested by The Client. The Client will provide the interface between the Consultancy and the Client for the purpose of providing the Services. The Consultancy will keep The Client fully informed of all discussions with the Client relating to the provision of the Services and will not engage its Consultants on any Services with the Client without prior approval from The Client for this Provision. The Consultancy acknowledges that The Client shall not be obliged to process any payment of Fees for Services that have not been declared by the Consultancy in advance of the Services being undertaken.
- 3.3 This Agreement will be effective for the duration of the Project Period unless terminated earlier pursuant to Clause 10.

4. Consultancy Obligations

- 4.1 The Consultancy undertakes and warrants that:
 - a) It will provide the Services with the care, skill and diligence required in accordance with best IT industry practice and in accordance with accepted standards and guidelines and the Client's requests and specifications and meet or exceed the services levels in Schedule 2 to the Agreement;

- b) Key Personnel have the relevant qualifications, level of skills and are appropriately trained and experienced and otherwise suitable for the role.
 - c) Key Personnel comply with the Vetting and Referencing Requirements prior to the commencement of the Assignment.
 - d) It will comply with any rules, policies, or regulations (including, without limitation, advertising, publicity, and confidentiality) of the Client as far as they relate to the Services.
 - e) ensure that the Key Personnel has the right to work in the United Kingdom.
 - f) remit PAYE, Income Tax and National Insurance Contributions in respect of the Key Personnel's employment income and that neither the
 - g) Consultancy nor the Key Personnel nor any third party or other entity engaging or employing the Key Personnel and supplying via the Consultancy has in place any arrangement which involves the avoidance of taxes payable under the Finance Act and associated legislation, including but not limited to diverting income of a UK resident individual to a non-UK resident entity, or on any transaction connected with, or resulting from, this Agreement and / or the Assignment.
 - h) permit access to and provide such assistance as The Client and the Client may require reviewing, inspect, audit, and take copies of all documentation relevant to this Agreement including but not limited to its insurance maintenance obligations in Clause.
- 8) on The Client giving 72 hours notice to the Consultancy; and

4.2 The Consultancy undertakes and warrants that it and Key Personnel will:

- a) comply with any rules, policies, or obligations (including, without limitation, to any health and safety, site and security regulations and IT security policies) in force at the premises where the Consultancy is providing the Services.
- b) sign any documents relating to confidentiality and intellectual property or any other matters which the Client may require prior to the commencement of the Assignment; and
- c) be covered by adequate employer's liability insurance, public liability insurance and professional indemnity insurance (for a sum insured of not less than £5,000,000 for each event) and any other suitable policies of insurance during the Assignment.

4.3 The Consultancy further undertakes and warrants that it will:

- a) ensure that any computer equipment and associated software which the Client agrees that it may use to provide the Services contains anti-virus protection with the latest released upgrade from time to time.
- b) remedy, without charge and with the minimum disruption to the Client, any Services which the Client considers unsatisfactory, or which contain any defects; and

- c) not provide the Services to the Client where the Client has suspended the provision of the Services for whatever reason. The Consultancy acknowledges that the Client may implement such a suspension of the Services for an indefinite period.
- 4.4 Prior to the commencement of the Project Period, the Consultancy shall request from The Client information regarding basic working and employment conditions, ("Information"), to be provided to Key Personnel as required under Regulation 5 of the Agency Workers
- 4.5 Regulations 2010, ("Regulations"), should the Regulations apply to the provision of the Key Personnel. The Client shall in good faith provide Information to the Consultancy; however, the Consultancy undertakes to promptly, but no later than 7 days after receiving such Information, put The Client on notice in respect of any Information which may be insufficient or incomplete or does not allow the Consultancy to provide equal treatment to Key Personnel. The Client shall take reasonable steps to obtain such Information from the Client.
- 4.6 The Consultancy warrants and undertakes it shall provide Key Personnel with equal treatment in every respect as required under the Regulations should the Regulations apply to the provision of the Key Personnel. However, this obligation shall not apply in respect of pay (as defined by the Regulations) in the event the Consultancy employs Key Personnel in accordance with its obligations under Regulations 10 and 11. The Consultancy undertakes to inform The Client prior to the commencement of the Project Period, if it compliantly employs Key Personnel in accordance with Regulations 10 and 11.
- 4.7 Accordingly, provided The Client has complied with its obligations in clause 3.4 above the Consultancy warrants that Key Personnel shall not assert any claim for equal treatment against either the Client or The Client under the Regulations. In the event of any such assertion or claim, the Consultancy shall indemnify The Client on demand, for any claim, costs (including legal costs) incurred by, or awarded against the Client or The Client, in respect of any such claim or allegation by Key Personnel.
- 4.8 Notwithstanding the provisions of the above, in the event Key Personnel claims equal treatment under the Regulations, the Service Fee is deemed to be inclusive of any potential bonus which may or may not be payable, cost of any annual leave entitlement or any other components of "pay" as defined by the Regulations.

5. Fees and Payment

- 5.1 In consideration of payment by The Client to the Consultancy of the Fees the Consultancy will provide the Services. The Fees payable to the Consultancy are set out in Schedule 2 to the Agreement.
- 5.2 It is the Consultancy's responsibility to ensure it obtains approval of the services specified in Schedule 1 having been delivered to a satisfactory manner from the Client monthly
- 5.3 The Consultancy agrees:
 - a) to raise sales invoices monthly for the transactions covered by this Agreements; and
 - b) to immediately notify its agent at The Client (as notified to the Consultancy) or any such other person as notified to the Consultancy by The Client if the Consultancy:
 - (i) changes its VAT registration number.
 - (ii) ceases to be VAT registered; or
 - (iii) ceases to trade, or intends to cease to trade, sells or transfers the

Consultancy's business, or part of its business.

- 5.4 Payments will be made to The Consultancy within 14 days of receiving cleared funds from the Client or as otherwise specified in the Assignment Schedule.
- 5.5 The Consultancy shall always during the period of this Agreement be responsible for all corporation tax, PAYE, Income Tax and National Insurance Contributions and any other taxes or duties which may be payable in respect of the Fees, any other payments authorised by The Client to the Consultancy and any payments made by the Consultancy to the Key Personnel. The Consultancy shall account to the relevant governmental and statutory departments for all taxes due from it. The Consultancy will indemnify and keep indemnified The Client and the Client from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, proceedings and demands whatsoever arising from any third party (including but not limited to Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation and/or any of the provisions of the Income Tax (Earnings and Pensions) Act 2003 and / or the Finance Act 2014 (as amended) and / or the National Insurance Contributions Act 2014 (as amended) and / or any supporting or consequential secondary legislation.
- 5.6 The Client will not make any payments in relation to any Services or expenses arising therefrom that have not been provided by the Consultancy or that are not authorised or are disputed by the Client.
- 5.7 Without limiting The Client's other rights to recover an overpayment, in if an overpayment is made to the Consultancy, The Client may deduct the same from any amount due by The Client to the Consultancy.
- 5.8 Without prejudice to any other rights of The Client under these terms of engagement or at law, The Client may at any time withhold or set-off sums due from The Client to the Consultancy against any sum due from the Consultancy to The Client and/or its client.

6. Intellectual Property

- 6.1 The Consultancy will ensure that all Materials prepared by it (including Materials prepared by Key Personnel) will be delivered to and become the property of the Client on the termination of this Agreement or the Services, excluding any IP already developed by KITS that may be utilised on this contract.
- 6.2 The Consultancy will ensure that all Intellectual Property Rights written, made or discovered by the Consultancy in the performance of the Services will vest in the Client by way of future assignment. The Consultancy will take all steps necessary to vest the Intellectual Property Rights referred to herein in the Client.

7. Data Protection

- 7.1 The Consultancy will:
- a) comply with the requirements of the Data Protection Act 1998 in respect of any personal data (as defined by the Act) it processes.
 - b) procure that any individual consultants or Consultancy employees whose personal data are provided to The Client and / or the Client consent to The Client and the Client holding, processing, and disclosing the personal data within and outside of the European

Union, to persons and organisations including, but not limited to, personnel engaged by the Client, any group company of the Client or to the Client's customers or suppliers.

8. Confidentiality

- 8.1 The Consultancy will keep confidential and not divulge to any third party all Confidential Information received by it whether directly or indirectly and whether marked as "confidential."
- 8.2 The Consultancy will notify all the Consultancy's personnel who may receive any Confidential Information of the obligation contained in Clause 7.1 and will ensure that they abide by the same obligation.

9. Document Management

- 9.1 The Consultancy will maintain the following levels of insurance cover for the duration of this Agreement:

Policy Type	Cover (in respect of each claim)
Public Liability	£5,000,000
Professional Indemnity	£5,000,000
Employers Liability	£5,000,000

10. Liability and Indemnity

- 10.1 The Consultancy will indemnify and hold harmless The Client and the Client from and against:

- all and any claims, losses, damages or expenses together with any interest, penalties, or gross-up thereon (which will include legal costs in defending any such claim on an indemnity basis) that may be incurred by or levied against The Client or the Client by any governmental or quasi-governmental authority in respect of unpaid taxes, duties, fines, penalties or other charges relating to the provision of and/or payment in respect of the Services;
- all and any loss or damage to property arising out of the acts or omissions of the Consultancy, its employees, agents, contractors, subcontractors.
- all and any Employment Claim Liabilities incurred by The Client and/or the Client arising out of or in any way related to the provision of the Services and/or the termination of this Agreement or the termination or expiry of Services or Project Period.
- any claims, losses, damages, or expenses that may be incurred by The Client or the Client because of any claims against The Client or the Client in respect of the acts and omissions of the Consultancy or the
- Consultancy's provision of the Services; and
- any loss or damage arising because of the breach by the Consultancy of any of the terms of this Agreement.

- 10.2 Notwithstanding any other provision of this Agreement, neither party limits or excludes its liability for fraud, fraudulent misrepresentation, death or personal injury cause by its negligence or any other liability that cannot lawfully be limited or excluded.
- 10.3 Except as provided in Clause 9.2 and Clauses 5, 6 and 7 (for which no cap on liability will apply) and notwithstanding anything else to the contrary contained elsewhere in this Agreement, the Consultancy's total, and cumulative liability under this Agreement (or any obligation to indemnify), whether arising under contract, tort, negligence, breach of statutory duty or otherwise per each and every event will be limited to two million pounds (£2,000,000).
- 10.4 The Consultancy acknowledges that the provision of Services pursuant to this Agreement does not constitute an "undertaking" for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations 2006 ("the TUPE Regulations") and that accordingly the TUPE Regulations do not apply to this Agreement. Notwithstanding any such acknowledgement, if any person alleges or claims that his or her employment has transferred to The Client pursuant to the TUPE Regulations because of this Agreement the Consultancy will indemnify The Client against all liabilities, losses, costs, and expenses (including legal costs) incurred by it.

11. Termination

- 11.1 Either party may terminate this Agreement immediately by notice in writing if the other will suffer or threaten to suffer any form of insolvency, administration or cease or threaten to cease to carry on business.
- 11.2 The Client may terminate this Agreement or Project Schedule:
- a) upon giving 90 working days from the date of written notice for disputed sums or at least 30 days from the date of written notice for ending without cause
 - b) immediately by notice in writing if the Consultancy is in breach of any of the terms of this Agreement and the Consultancy fails to remedy such breach within seven days of receiving written notice from The Client specifying the breach and requiring its remedy.
 - c) immediately if the breach is material and incapable of remedy.
 - d) immediately in the event the Client terminates its agreement with The Client
- 11.3 The Consultancy may terminate the Agreement on giving 90 working days for disputed sums or at least 30 days from the date of written notice for ending without cause.

12. General

- 12.1 This Agreement including its Schedules will not be varied or amended otherwise than by agreement of the parties and the issue of an amendment signed on behalf of both parties by their duly authorised representatives.
- 12.2 The Agreement represents the entire agreement and understanding between the Consultancy and The Client with respect to the subject matter and supersedes any previous understandings or agreements on the subject matter.

12.3 This Agreement may not be assigned or sub-contracted, in whole or in part to a third party, without prior written consent of The Client.

12.4 Neither party will be liable for delay in or failure to perform its obligations under this Agreement if that delay or failure arises out of a Force Majeure Event. If the Consultancy is prevented or delayed from performing its obligations hereunder for a period exceeding 60 days, then The Client may at its option terminate this Agreement on written notice and without liability to the Consultancy.

12.5 If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable, such provision or part (as the case may be) will be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision of this Agreement.

12.6 If a dispute or difference arises out of or in relation to this Agreement while this Agreement is in force, such dispute or difference will be escalated to the parties' appointed representatives who will use their best endeavours to resolve such dispute or difference within 28 days.

12.7 Any indulgence granted by The Client to the Consultancy and any failure by The Client to insist upon strict performance of these terms and conditions will not be deemed a waiver by The Client of The Client or the Client's rights or remedies, nor be deemed a waiver of any subsequent default by the Consultancy.

12.8 The Client has no obligation to offer future contracts to the Consultancy and if it does make any such offer, the Consultancy is not obliged to accept it. Both parties agree that there is no intention to create mutuality of obligation under this Agreement.

12.9 This Agreement will be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

Client Company Representative

Signature

Name

Date

Keep IT Simple Ltd

Signature

Name

Date

Schedule 1

Client Name		
Client Division		
Client Contact		
Consultancy Name	Keep IT Simple Limited	
Consultancy Registered Address	Kemp House, 160 City Road, London, London, United Kingdom, EC1V 2NX	
Location of Services		
Services	Means the services provided by the Consultancy to the Client described as:	
Project Period		
On-Boarding Documents	Certificate of incorporation of the Consultancy registered in the United Kingdom, bank statement with the same name and	
	address of the Consultancy registered in the United Kingdom, current VAT registration certificate, certificates of insurance	
	to the prescribed limits current for the Project Period.	
	Subject to Client requirements, further checks, and additional documents to be provided	
	by the Consultancy described as:	
Termination Notice Period for Consultancy	By the Client to the Consultancy	The Client may terminate the Agreement on giving 90 working days for
		disputed sums or at least 30 days from the date of written notice for ending
		without cause.
	By the Consultancy to the Client	The Consultancy may terminate the Agreement on giving 90 working days for
		disputed sums or at least 30 days from the date of written notice for ending
		without cause.

Schedule 1 Continued**Services to be performed by the Consultancy –****XXXXXXXXx – Managed Core Services**

Client Business objectives, infrastructure and applications that are covered by the service(s) from Keep IT Simple.

Service Hours

09:00-17:00 Monday – Friday excluding public holidays.

Services

Managed Core Service Provider (Keep IT Simple) will be responsible for the technical support of xxxxx and Infrastructure services for xxxxxx. They will not be responsible for the development, provision, or support of Software.

Scope of Managed Core Provider Services

The following services will be provided:

- a) Act as the escalation point for the Client Support Service.
- b) Manage Keep IT Simple Limited to their contracted service levels.
- c) Attend review meetings with Managed Core Service Recipient and Managed Core Provider contacts to operationally manage the service.
- d) Provide the Managed Core Service Recipient with an escalation service management contact.
- e) Provide regular input to a risk and issue log for the Managed Core Service Recipient Support Service for review and discussion during service review meetings.

Scope of Managed Core Services by the Managed Core Provider

The Managed Core Provider will provide the following services:

- a) Support of the xxxxx service, investigating and resolving alerts, assisting with incident triage, and working with other suppliers as appropriate to resolution.
- b) Monitoring and alerting configuration.
- c) Backup management.
- d) Work with the Managed Core Service Recipient hosting\ network providers.
- e) Assist, where requested and appropriately prioritised, with resolution of poor performing database queries, deadlocks, and bad execution plans.
- f) Support customer portal user loads (psv)
- g) Reviewing RFCs raised in the Managed Core Service Recipient's Service Management Tool and completing Impact Assessments when requested within a reasonable timeframe.
- h) Assist with licence reviews and procurement support where reasonable and appropriate to do so.
- i) Support Release planning and gap analysis process.
- j) Automated environment provisioning.
- k) Support of Managed Core Service Recipient performance testing phases.

- l) Support the Managed Core Service Recipient's xxxx platforms on site at xxxx Data Centres, including physical infrastructure provisioning and installation, capacity planning, virtualisation layer configuration, patching/firmware upgrades (in hours only) and legacy decommissioning.
- m) UK Cloud Infrastructure Management, (not supplier environments), Colo database server OS and Oracle patching.
- n) Perform up to 4 planned software release deployments per year to the production environment.
- o) Follow the Managed Core Service Recipient's security procedures.
- p) Provide the 09:00-17:00 services agreed from Managed Core Service Recipient on-site.
- q) Provide an escalation service management contact.
- r) Provide a monthly "Service Report" and a monthly "Fault Status Report."
- s) Provide a daily "Flash Report" following any system outages.

Managed Core Service Recipient obligations

The Managed Core Service Recipient will:

- a) Provide an on-site help desk team who will manage faults for the Managed Core Service Recipient from beginning to end. The Managed Core Provider staff will respond and support this team in fault analysis and resolution for Platforms and environments problems.
- b) Supplier Management of hosting \ network providers.
- c) Provide specialised laptop equipment to enable the Managed Core Provider staff to provide their support service including anti-virus software and ensure that it is adequately licensed.
- d) Own intellectual property rights for any provided solution.
- e) Provide remote access to the Managed Core Provider staff for monitoring, diagnosis, and fault rectification.
- f) Own hardware maintenance (due to manufacturing warranties).

xxxxx Support Service – Additional Services

To provide the Managed Core Service Recipient with a value for money service, various exceptional activities have been removed from the core service but can still be procured by the Managed Core Service Recipient on a case-by-case basis. The Managed Core Provider typically perform these activities outside of Service Hours or require additional staff or effort to deliver. Effort will be invoiced on a time and material basis at an additional billing rate, daily for projects and hourly for out of hours work.

For the purposes of this Managed Core Service, the Managed Core Service Recipient is xxxxx and the Managed Core Provider is Keep IT Simple Limited.

2.1 Normal Service Hours

09:00-17:00 Monday – Friday excluding public holidays.

2 Additional Services Description

Additional support services will be procured via an agreed request for change (RFC) time and materials billing mechanism.

Approval of work requirements and pricing agreement will be managed via e-mail between the Managed Core Service Provider and the Managed Core Service Recipient with all request and approval e-mails to be copied to the Contractor at the following e-mail address:

2.3 Managed Core Provider obligations

- a) The Managed Core Provider will not commence work without Managed Core Service Recipient email approval on work requirements, scope, and pricing.
- b) Ensure all request and approval e-mails relating to additional services requests are copied to the Contractor at the following e-mail address:

The scope of additional services will include but will not be limited to:

- a) Running of ad-hoc requests including database queries to extract operational data.
- b) Working with suppliers on functional code deployments (over and above the 4 included in the core service).
- c) Refreshing test environments with Production data and performing technical smoke testing. This excludes any work on data refreshes completed in hours up to a maximum of ten per year)
- d) Assisting software suppliers with investigation of performance issues and provision of improvement recommendations.
- e) Out of hours support for running of batching.
- f) Any architectural assurance of Supplier solutions.
- g) Resolution of issues arising from deployments of supplier software (over and above the four included in the core service).
- h) Ad-hoc hotfix deployments for supplier defect code. This includes any deployment to the pipeline environments, hotfix, or PROD.
- i) Provision of performance advice to suppliers.
- j) Full production deployments (over and above the four included in the core service).
- k) Hotfixes and defect fixes to the production and test environments (over and above the four included in the core service).
- l) Weekend/out of hours test support.
- m) Run and support of auto transitions out of hours.
- n) All patching and firmware updates that are required to be patched out of hours. (NB planning and preparation of patching in hours is a core service items).

2.4 List of specific exclusions

The Managed Core Service provider will review appropriate asset lists and upon onboarding and flag any system and or applications deemed nonstandard.

2.5 Managed Core Service Recipient obligations

- a) Submit all requests for additional services via the agreed email RFC process or "Service Now."
- b) Ensure all request and approval e-mails relating to additional services requests are copied to the Client at the following e-mail address:
- c) Obtain all necessary internal approvals before authorisation to proceed is provided.
Provide reasonable notice for the implementation of any requests in scope of this service

The service level and availability criteria required for this agreement are:

Priority Levels

The following table shows the definitions of incident classification that will be applied to incidents allocated to the On-Supplied Provider by the On-Supplied Service Recipient help desk. Where agreement cannot be reached the incident classification, will be set at the level determined by the by the On-Supplied Service Recipient help desk and the disagreement escalated to the On-Supplied Service Recipient and Contractor service management for agreement and re-prioritisation as appropriate.

Incident Classification	Severity	Description
Priority 1	Critical	The function affected is unavailable and is required for the primary business operations of the On-Supplied Service Recipient. No workaround exists. Customers are directly affected.
Priority 2	Serious	The function affected is unavailable and is required for the secondary business operations of the On-Supplied Service Recipient. A workaround exists and involves significant costly overhead and risk.
Priority 3	Important	The function affected is not required for primary or secondary business operations or there is no immediacy on the impact of the customer. A work around exists.
Priority 4	Nuisance	The function affected is not required for primary or secondary business operations. A workaround exists and there is little customer impact.

Service Levels

The following table contain the Service Levels to be confirmed on contract as part of commercial discussion.

Incident Classification	Target Response Time	Target Fix Time
Priority 1	within 30 mins	within 2-4 business hours
Priority 2	within 80 mins	within 4-48 business hours
Priority 3	within 12 business hours	within 5 business days
Priority 4	within 4 business days	By next release of core product