

G-Cloud 14 – Lot 3

G-Cloud Procurement Vehicle

PwC and G-Cloud: Knowledge, experience, value

PwC Cloud Support Terms and Conditions
May 2024





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IT service terms

Cloud Support Services Terms & Conditions

These PwC G-Cloud Services terms & conditions apply to the PwC services delivered under the Cloud Support Services lot 3 of G-Cloud 14.

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1. Introduction

1.1 Terms – These terms apply to the order form and call-off contract (the “**call off**”) for the services you have engaged us to provide under the Cloud Services Lot 3 of the G-Cloud 14 Framework agreement. These terms together with the call off form the agreement between us unless otherwise expressly agreed in the call off. Any changes to these terms will be discussed in good faith between the parties prior to signature of the call off taking into account the scope and nature of the services and including but not limited to any of our proprietary and/or third-party licensing terms applicable to the services envisaged. Your responsibilities and any assumptions and/or dependencies will be agreed between the parties in good faith to reflect the scope and nature of the services and these will be set out in the call off or agreed between the parties in writing.

1.2 Specific Service Terms – Appended to these terms are specific service terms (the “**Specific Service Terms**”) that shall apply where the relevant service is included in the call off. If anything in these terms is inconsistent with the Specific Service Terms, the Specific Service Terms take precedence. Where the Specific Service Terms apply to the ordered services, the relevant Specific Service Terms are incorporated into and form part of the call off unless otherwise agreed in the call off or agreed between the parties in writing.

2. Services

2.1 Services – We will perform the services and provide the deliverables as specified in the call off. You confirm that the scope is sufficient for your purpose. The services (including work product and deliverables) are provided solely for you for the project set out in the call off.

2.2 Delivery timetable – All dates with respect to performance of the services are estimates only.

2.3 Disclosure – You may not disclose any work product or deliverable, or make the benefit of the services available, to anyone else or refer to the findings of our work, except (i) as stated in the call off, (ii) with our prior written consent on terms to be agreed, (iii) to your lawyers or where required by law or regulation or (iv) to such members of your group to whom those services, work products and deliverables specifically relate, as named in the call off (each such group member being a ‘recipient’).

2.4 Recipients – Where we authorise a recipient under clause 2.3(iv): (i) we accept liability only to you and the relevant recipient; (ii) you will ensure that the recipient will be made aware of the contents of the agreement and will comply with it as if each reference to ‘you’ is a reference also to them; (iii) you will ensure that any claim which the recipient may wish to make relating to the services, work product, deliverables or the agreement will be made only by you on behalf of the recipient (and not directly by the recipient) and will be subject to the terms of the agreement, including the limitation of liability; and (iv) you agree to reimburse us for any liability (including legal costs) that we incur following a breach of these conditions.

2.5 Liability to you alone – Save as provided in the agreement and clause 2.4 above, we accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us, other PwC firms and our contractors for any liability (including legal costs) that we or they incur in connection with any claim by anyone else in relation to the services.

2.6 Changes – Either we or you may request a change to the services or the agreement. A change will be effective only when agreed in writing in accordance with the variation procedure set out in the agreement.

2.7 Extent of services – In performing the services, we will not (i) carry out an audit or other assurance engagement in accordance with applicable professional standards or (ii) attempt to detect or accept responsibility for detecting fraud or other wrongdoing. The services do not include technical support or maintenance for any work product or deliverables unless stated otherwise in the call off.

2.8 Oral advice and drafts – You may rely only on our final written work product and deliverables and not on oral advice or draft documents. If you wish to rely on something we have said to you, please let us know so that we may prepare a written deliverable on which you can rely.

2.9 Deemed knowledge – In performing the services we will not be deemed to have information from other services.

2.10 Personnel – We undertake that our personnel, while on your sites in connection with the services, will comply with all reasonable pre notified rules and regulations relating to building security and access that apply to your own employees.

2.11 Resource augmentation and/or managed capacity services - Where we are required to provide you with individual resource(s) as part of the services, as opposed to the delivery of managed services, the resource(s) will at all times be under your direction, control and supervision and report to a person nominated by you in your organisation who will have day to day responsibility for managing and overseeing the resource(s) including their outputs; and we will accept liability to you solely for a breach of our duty to exercise reasonable skill and care in providing the resource(s) with respect to this element of the services. You acknowledge there will be no deliverables as defined in the call off with respect to this element of the services.

3. Your responsibilities

3.1 Information – In order for us to advise you properly you will make sure that (i) any information we need, is given to us by you, or anyone else working with or for you, and that all information given to us is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. We will not verify any information given to us relating to the services.

3.2 Your obligations – Our performance depends on you performing your obligations under the agreement. We are not liable for any loss arising from you not fulfilling your obligations.

4. Fees

4.1 Payment for services – You agree to pay us for our services in the manner set out in the call off. Unless otherwise expressly specified in the call off, any estimate we may give you is not binding.

4.2 Expenses – You will pay any reasonable expenses that we incur in connection with the services as set out in the agreement.

4.3 Taxes – You will also pay any taxes, including VAT, that are due in relation to our services, work product and deliverables. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.

5. Project management

5.1 Representatives – We will appoint the project manager and you will appoint the client representative as specified in the call off. Your client representative shall co-operate with the project manager and shall attend meetings scheduled by the project manager at reasonable intervals and assist us with the performance of the services. You agree that you shall be bound by all decisions, acts and omissions of your client representative.

5.2 Project management responsibilities – We and you agree to comply with those project management responsibilities set out in the call off.

6. Acceptance

6.1 Acceptance procedure – Where the call off expressly states that a deliverable is subject to acceptance testing against specified acceptance criteria, you will have 5 days from the date we provide the deliverable to you to inform us whether you accept or reject it. If you do not accept or reject the deliverable in writing within 5 days, or if you use the deliverable for any purpose other than acceptance testing, you will be deemed to have accepted it. If the deliverable meets its acceptance criteria you will accept it and provide us with a completed acceptance form if requested by us. Upon acceptance of the deliverable, all services associated with it shall be deemed accepted and we shall have no further obligation with respect to that deliverable unless clause 10.2 applies.

6.2 Non-acceptance – You will not withhold acceptance unreasonably and will be entitled to reject a deliverable only if the deliverable fails to meet its acceptance criteria. If you reject a deliverable, you will notify us of the reasons why it does not meet its acceptance criteria and we will take reasonable steps to remediate the deficiency and resubmit it for testing. If a deliverable fails to meet its acceptance criteria after two further attempts to deliver it then we may terminate the services and refund the fees you have paid us for the deliverable upon its return to us.

6.3 Delay – We will have no liability for any failure or delay caused by (i) any failure on your part to comply with your obligations under the agreement; (ii) the act or omission of any third party not engaged by us in connection with the project to which the services relate or (iii) the performance or failure to perform of any third party hardware, software, networks, infrastructure or materials (including third party materials and documentation) not supplied by us under the agreement (together “qualifying delays”).

6.4 Consequences of a qualifying delay – Where there is a qualifying delay: (i) we will notify you when we reasonably believe that a qualifying delay is likely to delay the services; and (ii) we will be entitled to: (a) an extension of time equal to the period of delay caused as a direct result of such qualifying delay; and (b) recover our reasonable additional costs to the extent directly caused by the qualifying delay, including the costs of any additional services caused by the qualifying delay.

7. Confidentiality

7.1 Confidential information – We and you agree to use the other's confidential information only in relation to the services or in order to carry out conflict checks, and not to disclose it, except where required by law or regulation or by a professional body of which we are a member. However, we may give confidential information (i) to other PwC firms and contractors as long as they are bound by confidentiality obligations, and (ii) to your advisers who are involved in this matter.

7.2 Referring to you and the services – We may wish to refer to you and the services we have performed for you when marketing our services. You agree that we may do so, as long as we do not disclose your confidential information.

7.3 Performing services for others – You agree that we may perform services for your competitors or other parties whose interests may conflict with yours, as long as we do not disclose your confidential information and we comply with our ethical obligations.

8. Intellectual property rights

8.1 Ownership – We will own the intellectual property rights in the work product and deliverables, and you and each recipient will have a non-exclusive, non-transferable licence to use the work product and deliverables for your and each recipient's own internal purposes. You grant us a non-exclusive, non-transferable, royalty-free licence to use your materials solely in the performance of this agreement.

8.2 Customer materials – We acknowledge and agree that you retain all intellectual property rights in all content (including documentation and branding materials) which you provide to us for use or incorporation into the deliverables ("customer materials"). You grant us a non-exclusive, world-wide, royalty free licence to use, copy and adapt the customer materials for the purpose of provided the services to you during the term of this agreement.

8.3 Third party materials – Unless otherwise set out in the call off, you will be responsible for obtaining all necessary rights for the use by you and the recipients of the third party materials you make available to us or ask us to use, and for the use by us of these third party materials in the performance of the services and the provision of the work product and deliverables. You agree to reimburse us for all costs, claims and liabilities that we suffer or incur as a result of you failing to obtain any such rights.

8.4 Breach of third party rights – We will indemnify you and each recipient for any liability or reasonable costs incurred by you which directly result from any third party action claiming that the deliverables provided by us under the agreement infringe that third party's intellectual property rights, except that (i) this indemnity will not apply to any losses that you or any recipient have contributed to and/or have failed to take all reasonable steps to mitigate; and (ii) this indemnity is conditional on you and each recipient (a) promptly giving us written notice of any actual or threatened action when you or any recipient become aware of it, (b) giving us sole conduct of the defence of any claim and not admitting liability or attempting to settle the action (except upon our written instructions), and (c) acting in accordance with our reasonable instructions in connection with any action and giving us any assistance we may reasonably require for the defence of the action.

9. Data protection

9.1 Compliance – You and we will comply with applicable data protection legislation in relation to any personal data shared with us under the agreement.

9.2 Provision of personal data – You will not provide us with personal data unless the agreement requires the use of it, or we request it from you. In respect of any personal data shared with us, we assume you have necessary authority from relevant data subjects for us to use and transfer it in accordance with the agreement, and that they have been given necessary information regarding its use.

9.3 Data processing – Where we act as a controller, we may process personal data for the purposes of any of: (i) providing the services; (ii) maintaining and using IT systems; (iii) quality, risk and client management activities; (iv) providing you with information about us and our range of services; and (v) complying with any requirement of law, regulation or a professional body of which we are a member. Full details of how we use personal data can be found in our privacy notice at <https://www.pwc.co.uk/who-we-are/privacy-statement.html>.

9.4 Data transfers – We may transfer personal data to other PwC firms and contractors, including those outside the UK and European Economic Area (EEA), for any of the purposes set out in clause 9. We will do so only where we have a lawful basis, for example to recipients: (i) in countries which provide an adequate level of protection for personal data; or (ii) under agreements which meet the UK or European Commission Decision 2021/914 requirements for those transfers, as appropriate.

10. Warranties

10.1 Standard of services – We will perform the services and produce the deliverables with reasonable skill and care. To the extent permitted by law, no warranties, conditions or other terms are implied into this agreement. We do not warrant or represent that any deliverables or work product will: (i) be fit for any particular purpose; (ii) operate uninterrupted or be free from minor errors or defects; or (iii) will result in your compliance with laws, rules or regulations of any government or regulatory authority.

10.2 Remedies – You will notify us in writing within 30 days of performance or delivery (as applicable) if you consider that any of the services or deliverables do not meet the standard at clause 10.1 above, specifying all relevant information reasonably necessary for us to identify the issue. If we agree that we have not met the required standard, we will, at our option, either: (i) re-perform the applicable services and/or deliverables at our expense; or (ii) refund the fees paid for specific non-conforming services and/or deliverables. This is your sole and exclusive remedy for our breach of the warranty at clause 10.1. Where we have met the required standard, any re-performance by us will be subject to additional fees.

11. Insurance

11.1 We will maintain adequate and sufficient insurance to cover our obligations under the agreement in respect of (i) employers liability insurance; (ii) public liability insurance; and (iii) professional indemnity insurance. We will on request, provide you with a broker's letter confirming the existence of such insurance.

12. Liability

12.1 Specific types of loss – You agree that we will not be liable for loss or corruption of data from your systems (save as we may specifically accept under the agreement).

12.2 Our liability – Unless specified otherwise in the call off, you agree that our total liability (including interest) for all claims connected with the services or agreement (including but not limited to negligence) is limited to: (i) the fees payable (excluding VAT) for the applicable services; or (ii) in the case of subscription based services (including managed services), the fees payable (excluding VAT) in the twelve (12) month period preceding the date of the first incident giving rise to the liability.

12.3 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 12.2 will be shared between them, and it is up to those parties how they share it.

12.4 Proportionality – If we are liable to you under the agreement, and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them), then: (i) the compensation payable by us to you in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay or (b) any shortfall in recovery from that person (for whatever reason).

13. PwC firms and contractors

13.1 PwC firms and contractors – We may use other PwC firms (each of which is a separate and independent legal entity) or contractors to provide the services. We remain solely responsible for the services.

13.2 Restriction on claims – You agree not to bring any claim (including one in negligence) against another PwC firm, our contractors, or any individual in connection with the agreement. You will ensure that no group member, including your subsidiaries, associated companies and any holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim against any PwC firm, our contractors, or any individual, in connection with the services.

14. Materials

14.1 Policy – We may retain copies of all materials relevant to the services, including any materials given to us by you or on your behalf.

14.2 Release – We do not release materials which belong to us (including our working papers and technology tools) unless otherwise agreed in writing. We may require a release letter from the recipient as a condition of disclosure.

14.3 Technology – Any technology tools (and their contents and outputs) that we share, unless otherwise agreed in writing: (i) remain our property, (ii) are not deliverables and may only be used at your own risk, and (iii) may not be provided to anyone else.

15. Termination

15.1 Immediate notice – Either we or you may end the agreement immediately by giving written notice to the other if: (i) the other materially breaches it and does not remedy the breach within 14 days; (ii) the other is or appears likely to be unable to pay its debts or becomes insolvent; or (iii) the performance of it (including the application of any fee arrangements) may breach a legal or regulatory requirement.

15.2 Fees payable on termination – You agree to pay us for all services we perform and expenses incurred up to the date of termination. Where there is a fixed fee for services, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the agreement. If a contingent fee cannot be paid for regulatory reasons, you agree to pay all outstanding fees on the basis of time spent, unless alternative arrangements have been agreed.

16. Dispute resolution

16.1 Mediation – If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before a claim is brought.

16.2 Law and jurisdiction – The agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by English law and be subject to the exclusive jurisdiction of the English courts.

16.3 Limitation period – You must bring any claims no later than 1 year after the date you knew, or should have known after reasonable investigation, of the facts giving rise to the claim.

17. General

17.1 Matters beyond reasonable control – No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

17.2 Your actions – Where you consist of more than one party, an act or omission of one party will be regarded as an act or omission of all.

17.2 Rights of third parties – Except as set out in clauses 2.5 or 13.2, a person who is not a party to the agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (as may be amended) to enforce any term of the agreement. The PwC firms and individuals referred to in those clauses may enforce them in their own right. Their consent is not required to vary or rescind the agreement.

17.3 Quality of service – If you are not satisfied with the services, or have suggestions for improvement, please contact either your engagement leader the executive board member responsible for quality, who is located at our registered office. We will look carefully and promptly at any complaint. You may also contact the Institute of Chartered Accountants in England and Wales. Further details of our complaints procedure are available on request or at the Quality of Service section at <http://www.pwc.co.uk/who-we-are/provision-of-services.html>.

17.4 Survival – Any clause that is meant to continue to apply after termination of the agreement will do so including, but not limited to, 2.3 - 2.8, 4, 7, 8, 9, 10.1, 12, 13, 15.2, 16, 17, and 18.

18. Interpretation

In the agreement the following words and expressions have the meanings given to them below:

- **contractors** – any third party entity or individual engaged by a PwC firm;

- **deliverable or Deliverable** – those specific work products which are specified as deliverables in the call off;
- **group** – your subsidiaries and holding companies and each subsidiary of any such holding companies and 'group member' shall mean any of them;
- **PwC firm** – any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities;
- **Services or Services** – the services set out in the call off which is subject to this agreement;
- **third party materials** – the third party software, data, hardware and other materials to be procured by you, including as identified in the call off;
- **PwC, Supplier, we, us or our** – refers to PricewaterhouseCoopers LLP, a limited liability partnership incorporated in England (number OC303525) whose registered office is at 1 Embankment Place, London WC2N 6RH;
- **work product** – any output or tangible results produced by us in connection with the services; and
- **Buyer, Client, you or your** – the party or parties to the agreement (excluding us).

Specific service terms

Forensic Technology Solutions Terms of Business

The Forensic Technology Solutions Terms of Business apply to the following:

- PwC Information Governance Services
- eDiscovery Cloud Services
- Managed Cyber Defence
- Managed Cyber Risk
- Threat Intelligence
- Cyber Incident Response
- Compromise Discovery
- Ethical Hacking
- GBEST
- Quantexa Implementation Partner Service
- Quantexa Powered Third Party Risk Management
- Rapid Application Solutions - Low Code
- Customer Led Implementation and Operation Service
- Information Governance Services

A. General considerations

B. Forensic imaging

C. Data processing

D. E-review service

E. Cyber threat detection and response

A. General considerations

1. These terms apply to the forensic technology solutions (“FTS”) services you have engaged us to provide under the attached call off. If anything in these terms is inconsistent with the (i) call off or (ii) the terms of business, these Forensic Technology Terms of Business take precedence, unless the call off specifically amends any of them.
2. You confirm that you will not instruct us to perform any services which may cause us to be in breach of any law or regulation in the UK or any other applicable jurisdiction.
3. Where we identify any material that we believe may give rise to a criminal offence (such as indecent images), we may be required by law to inform the relevant authorities and, where permissible, we will notify you. In such event, we may terminate our call off with you immediately. You agree that we will not be liable for any loss suffered by you as a result of any such disclosure or termination.
4. Where applicable, we may be required to connect hardware or deploy software or scripts to your network or your equipment, and in doing so we will use reasonable endeavours not to interfere with

or interrupt any of your services. You agree that we will not have any liability to you in the unlikely event that damage, loss, corruption or interruption is caused by us to (i) your network or equipment, (ii) data on your network or equipment or (iii) any services provided by you.

5. In order to provide the services you may be required to provide to us certain equipment. You agree that we will have no liability to you in the unlikely event that damage, loss or corruption is caused by us to your equipment, except where such damage, loss or corruption is caused by our negligence.
6. While data analysis may identify anomalies, this is not guaranteed. The effectiveness of identifying anomalies will depend on a number of factors including the quality of the data and the extent of analysis undertaken. Except as set out in the call off, we accept no liability for failing to identify anomalies where such anomalies exist or are subsequently identified in the data we have previously reviewed. You will ensure that any data transferred to us is suitably encrypted and we will not be liable for any consequences of your failing to do so. We recommend encryption to be a minimum of AES-256 with an appropriately complex password.
7. Our secure file transfer protocol service (sFTP) is provided as a means of transferring files to and from us solely for the purpose of the services, and should not be used for any other purpose. If sFTP is used the following terms will apply:
 - (i) data on the sFTP server is not backed up and will be regularly removed. Files and folders more than 24 hours old may be removed automatically;
 - (ii) sFTP accounts not used for more than a month may be disabled;
 - (iii) individual usernames and passwords are for these services only. Individuals must not divulge their password to any unauthorised person. If you suspect that a password may have been compromised, you must inform us immediately so the password can be reset; and
 - (iv) all data transferred using our sFTP must be suitably encrypted, unless this requirement is waived by you or us in writing.

B. Forensic imaging

8. If we are required to decrypt a device in order for us to provide forensic imaging services, you will provide us with appropriate credentials to do so.
9. Our ability to forensically image your data is dependent on the specification and condition of the source device or media.

C. Data processing

10. You acknowledge that the speed and results of data processing are dependent upon the quality, format and volume of data.
11. You acknowledge that (i) there may be no data and/or evidence stored on a source device or media, (ii) there may be physical defects within the source device or media which mean that some or all of the data is irrecoverable, (iii) any data that was stored may be degraded to a degree that renders it corrupt or unreadable, and (iv) we may not be able to access encrypted or password protected files. Accordingly, there is no guarantee as to the success of the data processing. You acknowledge that we offer support for the extraction of data from certain file types only, details of which are available upon request.
12. You acknowledge that the accuracy and completeness of the results of data processing is dependent on the quality of the data given to us and the capabilities of the software we use to provide the services. Accordingly, you accept that we do not provide any guarantee for the results of any Optical Character Recognition (OCR), translation and transcription services.
13. If search criteria are applied to transcribed or translated documents or audio files, the results of the search criteria may vary due to the subjective nature of the vocabulary used in the transcription or translation. Accordingly, we do not guarantee the success of such searches.

D. E-review service

14. Any rights to use the e-review service will be for an agreed number of named individuals ("named users"). Access to the e-review service will be granted as set out in the attached call off.
15. Any use by you of the e-review service will be subject to the following:
 - (i) you will ensure that only named users have access to the e-review service and solely for the agreed purpose;
 - (ii) you will ensure that named users shall not authorise, permit or suffer any other person to use their user ID and password for the e-review service;
 - (iii) where the data stored on the e-review service is subject to third party confidentiality obligations, it is your responsibility to ensure that you comply with such obligations;
 - (iv) you acknowledge that the e-review service is not suitable for providing live demonstrations in a courtroom setting;
 - (v) you will ensure that the e-review service is not accessed or used on any publicly available equipment;
 - (vi) we (or our licensors) are and will remain the legal and beneficial owner of all the e-review service intellectual property. You will not obtain any ownership right, title or interest in or to the e-review service intellectual property; and
 - (vii) the e-review service is provided 'as is' and neither we nor the respective licensors warrant that the e-review service, its functions or the results of using it, will be suitable for your intended use or that the operation of the e-review service will be uninterrupted or error-free. If it is not commercially reasonable to cure any non-conformance of the e-review service with its expected operation, the rights to use the e-review service may be terminated.
16. You agree that we and our licensors shall be entitled to monitor use of the e-review service, including without limitation the numbers of named users. Further, provided such data never contains personal data or your confidential information, you agree our licensors may collect, modify, publish and use anonymised aggregated data.

E. Cyber threat detection and response

17. Where we provide network threat detection you agree we may record and analyse your network traffic (which may include personal communications) for an agreed period. Following the completion of the services we may destroy network traffic captured during the course of our services.
18. Where we provide endpoint threat detection services, we will work with you to remove any scripts or software used for endpoint scans following the agreed monitoring period.
19. You agree that any malware or metadata identified during the course of the services may be used by us to improve our cyber security services and reports, provided you cannot be identified in such services and reports.
20. We make no representation or warranty that our work will have detected all malware or other malicious software which may be or has been present on your network or equipment which we have analysed or that we have been able to determine the exact operational behaviour of the malware or other malicious software which we have examined.
21. The results of our services may give rise to legal or regulatory reporting obligations by you. You acknowledge that, unless stated otherwise in our call off, we will not be responsible for identifying such instances of reporting or failure by you to make such reports.
22. You acknowledge that you may be required to sign testing authorisation letter prior to us commencing the services.

PwC Perform Plus Performance Improvement Programme Licence Terms of Business

The PwC Perform Plus Improvement Programme Licence Terms of Business apply to PwC Perform Plus Performance Improvement Programme Services and licences supplied under any call off in addition to the other terms in the call off. If anything in these PwC Perform Plus Performance Improvement Programme Licence Terms of Business terms is inconsistent with the (i) call off or (ii) the terms of business, these terms take precedence, unless the call off specifically amends any of them.

Perform Plus Implementation Terms and Conditions

These Perform Plus Implementation terms and conditions set out the scope of the specific services that PwC will provide under the call off dated [XX/XX/XX]. Any provisions contained within these terms and conditions apply to the services specified in the call off.

Background and purpose

Add in here any background, e.g. previous diagnostics completed

The services

You have instructed us to provide the services set out in the call off for Perform Plus Implementation.

Scope

The teams in scope for the Perform Plus Implementation are:

[XXX] teams – [XX] Team Members and [XX] Team Leaders

[XXX] teams – [XX] Team Members and [XX] Team Leaders

Below is an overview of the delivery approach.

Stage 1 - Mobilisation [X weeks]

- Preparing for the implementation with the following activities: Co-design overall plan timings, briefings and communication
- Sign off Perform Plus technology requirements
- Set up Perform Plus platform
- Establish and agree baseline data, measures and benefit tracking & reporting
- Co-design weekly training sessions
- Identify and meet change agents
- Co-design and deliver 2 day 'Perform Plus Launch Event'
- [Integration of Perform Plus with [X] system]

Stage 2 - Implementation [X weeks]

Implementing and embedding new ways of working underpinned by the Perform Plus digital solution.

- Delivery of Perform Plus training and coaching through weekly sessions relating to the Perform Plus elements:
 - Vision (focus and measures)
 - Huddleboard
 - Daily Huddles
 - Planning & Control
 - Problem Solving
 - Standards & Process Confirmation
 - Operating Rhythm
 - Coaching & Capability
 - Celebrating Success
 - Sustainability
- Daily 'desk-side' coaching of team managers and group managers to embed Perform Plus approach

- [Training of change agents in delivery of Perform Plus.
 - Change agents will play a key role in supporting the new ways of working and in ensuring sustainability of benefits.
 - Change agents will also be important in taking a lead role later in the Perform Plus programme.]
- Weekly review to monitor and manage progress:
 - Progress achieved
 - Next steps
 - Risks and issues

Stage 3 - Sustainability [X weeks]

Support for post implementation 100 day sustainability period to embed new ways of working.

PwC will provide 100 days of remote support to [teams / department] following the implementation period.

This will also include some onsite sustainability drop in sessions and meetings in order to monitor progress of Perform Plus after implementation, and to support teams.

Perform Plus data insights report

During stages 2. Implementation and 3. Sustainability, we will provide you with data insights reports, these reports will include graphs/representations of the raw data collected and held, and it is for your interpretation as you see fit. As it is your responsibility to ensure that the data you or the permitted users provide to us is the data you want loaded into the software, we cannot ensure its accuracy. It's your responsibility to notify us if you identify any problems with the accuracy of any data loaded or provided.

Deliverables

At the end of each stage PwC will have worked with the [teams / departments] and Buyer to deliver:

Stage 1 - Mobilisation

- Project plan for the implementation stage
- Communications and briefing documents
- KPIs and baseline report
- Materials for 'Perform Plus Launch Event'

Stage 2 - Implementation

- Perform Plus Training materials: weekly training materials, training manual
- Weekly highlight report
- Weekly training sessions
- Development of Perform Plus close out pack, documenting progress and results
- 100 day sustainability plan to embed and enhance new ways of working

Stage 3 - Sustainability

There are no deliverables for this stage

Perform Plus Tool: Access and Support

As part of the implementation, the Perform Plus Platform, a technology solution will be used. PwC will provide access to this platform on a pilot basis for up to [XX] staff across the [XX] teams and relevant [XX] senior leadership members and [XX] team managers, for the implementation period and for a subsequent 100-day sustainability period.

We will provide reasonable effort to triage and resolve technical issues associated with Perform Plus and deploy small configurations. Support will be provided via the PwC coaches on site throughout the pilot. Support will be available

during UK working hours, Monday to Friday (8am to 6pm BST) and escalated to the development team when appropriate. Support will be provided remotely for the subsequent 100-day sustainability period.

The Technical support and maintenance of the IT Product Technology for the implementation period and the subsequent 100-day sustainability period will run from [XX/XX/XX] through to [XX/XX/XX], currently estimating end of 100 days post implementation is [XX/XX/XX], this date will be finalised following agreement on final start date.

Your responsibilities

Our ability to perform the services is dependent upon you fulfilling your responsibilities, which include:

Governance and Communications

- Timely and accurate information on any strategy, opinion, or programme within Buyer which could invalidate or otherwise affect the approach recommended in the this call off, such that both parties can avoid input into redundant activity. This will include information on current fees, charges and volumes.
- Timely review and sign-off as appropriate of interim milestones deliverables and final deliverables.
- Buyer will own the overall project and take responsibility for all decisions with senior management providing sponsorship and leadership as needed to achieve the objectives of the call off.
- Buyer will be responsible for staff and community communications and engagement relating to the activities, outputs and outcomes delivered through this call off.
- Any new recruitment or restructure of the teams in scope of this project is halted by the Buyer (unless discussed and agreed with PwC).
- The Buyer will endeavour to maintain stability in line management and leadership, avoiding significant organisational changes during the deployment of Perform Plus.
- Buyer will set the expectation with team leaders that they should continue coaching and process confirmation activities with their staff following the completion of the Perform Plus programme deployment, to ensure that the elements implemented become truly embedded into business as usual.

Accuracy and Completeness of Information

- Buyer will ensure the accuracy and completeness of any information it provides to PwC and will promptly notify PwC of any material inaccuracy, material error or material omission in any such information of which it becomes aware.
- PwC shall not verify any information given to it in connection with the Services by or on behalf of Buyer and shall not be liable for any delay or other consequences resulting from Buyer's failure to perform its obligations.
- Buyer shall provide PwC with such information and assistance as it may reasonably require from time to time which will include access to Buyer premises and staff.
- Any information provided by Buyer shall be the best available and shall not be misleading or infringe the intellectual property rights of any third party.
- The Consultant expects to provide oral advice in conjunction with the services. The Consultant shall not be held responsible for oral advice unless PwC confirms such advice in writing.

Availability of Stakeholders

- Access to relevant employees and responsibility for their availability to attend workshops and meetings.
- Buyer will make the following staff available:
 - Relevant IT stakeholders are responsible to support with the approval of Perform Plus as a cloud based solution for the data collected, used and stored
 - Relevant Data Protection (GDPR) stakeholders to support with the approval of Perform Plus as a cloud based solution for the data collected, used and stored
 - Team leaders and managers for an initial 'Perform Plus Launch' (2/3 days – scheduled and phased so as to not interfere with core operations).
 - Team leaders and managers for weekly training sessions (1-1.5hrs) on each of the Perform Plus elements

- [Availability of [X] full time (FTE) change agents who will work with the Perform Plus team throughout the programme (from [XX/XX/XX - XX/XX/XX]) and support on-going sustainability.]
- Daily engagement with management and team leads for coaching, management and problem solving activities. This is typically 30 minutes to 1 hour per day, but where possible is done as part of their BAU rather than taking them away from their teams.

Logistics

- Security passes to enable appropriate access in and out of Buyer buildings.
- Making available a suitable room to deliver the Perform Plus training on a weekly basis.

Hardware

- Buyer to ensure appropriate hardware and access for the relevant teams to use the IT Product Technology, as outlined in the timeline available prior to the start of the delivery of the services. Huddle board hardware options outlined below.
 - Option 1:
 - Min 45-55" inch TV screen with HDMI functionality
 - Chromebit device (provides access to the internet & chrome browser). With an IT approved gmail account for set-up.
 - Wireless Keyboard + Mouse
 - Wireless Remote Control
 - Option 2:
 - Min 45-55" inch Touch Screen with HDMI functionality
 - Chromebit device (provides access to the internet & chrome browser). With an IT approved gmail account for set-up.
 - Option 3:
 - In both of the above options the Chromebit device can be replaced by connecting either a laptop, desktop or tablet to the screen and access Perform Plus and navigate the huddle through that device
- Note - the number of TV screens and associated devices will be agreed with Buyer in advance of Mobilisation
- Access to a desktop, laptop or smartphone device for users running a web browser from the supported list below:
 - Desktop - Chrome*, IE 11, Edge
 - Mobile - Chrome for Android*, Chrome OS*, Chrome for iPhone*, Chrome for iPad*
- If required a data plan allowing for internet access on mobile devices
- *Latest Chrome stable channel release can be found here: <https://chromereleases.googleblog.com>

Network Access & Whitelisting

- Sufficient dedicated work space equipped with Wi-Fi connectivity at Buyer premises for PwC staff for the duration of the services.
- Buyer to ensure appropriate network access, whitelisting if required, so that the IT Product Technology can be accessed via the below URL by users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - <https://Buyer-profile.performplus.pwc.com>
- Buyer to ensure appropriate network access, whitelisting if required, so that the Tenor third party GIF provider, used in Mood board, can be accessed via the below URL by users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - <https://tenor.com>
- Buyer to ensure appropriate email access, whitelisting if required, so that the IT Product Technology email verification and password reset emails can be received by the users over the Buyer network and on any [Buyer] provided computers or devices used by individuals in the scope of this delivery:
 - pwcservice_ukSMTP@performplus.pwc.com
 - no_reply@pwc.com

- Buyer to ensure appropriate email access, whitelisting if required, so that the relevant in scope users can access the Coaching Dashboard over the Buyer network and on any Buyer provided computers or devices used by individuals in the scope of this delivery:
 - <https://workbench-eu.pwc.com/>
- Buyer to ensure appropriate network access, whitelisting if required, so that the relevant in scope users can access the Perform Plus Simulation Game as part of the Perform Plus bootcamp over the Buyer network and on any Buyer provided computers or devices used by individuals in the scope of this delivery:
 - <https://uk.perform.pwc.com/>

Branding

- Buyer to provide branded logo to use on the IT Product Technology in *.png format.
- Buyer to provide branding primary and secondary colours in HEX format to style the IT Product Technology components e.g. buttons

Showcase site

- [Allowing PwC to use appropriate areas within Buyer premises as a reference site following successful deployment, enabling PwC to showcase the approach to other potential Buyers through site visits. Such matters will be agreed with Buyer in advance on a case-by-case basis. This can also provide recognition and challenge to your teams in sustaining the new ways of working.]

Use of Data

The use of data will comply with the agreed Data Protection provisions in this call off.

To use Perform Plus, Buyer individuals will need to have accepted Buyer privacy notice. It is your responsibility to ensure that this privacy statement meets the GDPR transparency requirement by adequately and accurately reflecting to the individual how and why their personal data will be used.

As stated above in our services section, we will provide you with Perform Plus data insights in the coaching dashboard (English language only), shared with your change agents or nominated contact, to drive the sustainability of Perform Plus through coaching conversations with teams and individuals. To do this we will use personal data gathered on Perform Plus. In our role as processor, we will act under instruction from you as controller, in respect of this personal data, on the basis that you have determined that this purpose complies with your GDPR requirements, notably that there is a valid lawful basis under GDPR Article 6.

Please refer to Annex 1 for a full list of data captured in Perform Plus.

Perform Plus admin role

Buyer nominated Perform Plus administrators will have access to export raw data from Perform Plus for analysis and reporting purposes. It is the Buyer's responsibility to ensure that the designated administrators are of the appropriate level of seniority to view and manage this data.

Supervision and oversight

The provision of these services described above will be overseen by [Lead Partner].

The Buyer Perform Plus Implementation leadership team will include [Lead Partner] (Engagement Leader), [Engagement Director], who will provide oversight and quality assurance to the PwC team.

Subcontractors to be involved in the provision of the Services and Deliverables:

Timetable and duration

The mobilisation stage will commence [XX/XX/XX] for a period of [X weeks]. The following implementation stage is forecast to commence [XX/XX/XX] for a period of [X weeks]. The sustainability stage is forecasted to commence [XX/XX/XX] and end [XX/XX/XX]. This is an estimate in advance of starting work and we will keep you informed of our progress and of any proposed changes in this timetable at project governance meetings.

Charges

The fees for the services under this call off will be fixed at [£xxx] for the services under this call off, plus any applicable VAT. Expenses will be capped at [x%] of the total fee.

[Insert fee breakdown here - e.g. if linked to milestones / activities]

Billing

We will render our invoice at the conclusion of our work for payment in accordance with the call off.

Perform Plus - Specific technology-related terms and conditions

These Perform Plus – Specific technology-related terms and conditions set out terms and conditions that are specific to the technology that PwC will provide under the call off.

1. The “**IT Product Technology**” means the Perform Plus web based product that has been developed by and on behalf of PwC, as referred to and described elsewhere in the call off.
2. Our services involve specific individuals from your personnel that you nominate and we approve (“**End Users**”) using the IT Product Technology and its functionality.

End Users

3. You will ensure that the End Users:

- a. use the IT Product Technology strictly only:

- i. for the duration of the call off; and

- ii. for the purpose of the call off,

- b. maintain their log-on/access details for the IT Product Technology in strict confidence and not share them with anyone else; and inform you immediately if they are shared with anyone else;

- c. do not provide the IT Product Technology or its outputs to anyone else (other than as permitted and envisaged as part of the services);

- d. do not attempt to modify or disassemble or reverse engineer (or similar) the IT Product Technology;

- e. understand that they have no right, title or interest in the IT Product Technology other than the limited licence to use it in connection with this call off, which may be revoked by us in part or in full at any time, with or without notice.

- f. that are removed from the scope of the deployment (either through an organisational change, or leaving your employment), are offboarded successfully from Perform Plus

4. You will ensure that the End Users read and understand paragraph 3 above, and agree to abide by it as an End User.

5. You will tell PwC in writing immediately as soon as you become aware of any breach of paragraph 3 above.

Your obligations

6. You acknowledge that you are responsible for ensuring that the End Users each have a suitable information technology environment to run and use the IT Product Technology. This includes suitable hardware, software, licences, an adequate internet connection and bandwidth for typical enterprise application usage, the effect of any firewall not to block or slow the IT Product Technology, and a supported web browser. Further information on what is suitable can be provided by PwC on request.

Responsibility and liability

7. Subject to paragraphs 6 and 8: i) we will arrange access to the IT Product Technology for the End Users; and ii) End Users will be able to input certain information into the IT Product Technology; and iii) we will use outputs from the IT Product Technology in relation to the services as envisaged within this call off. However, the IT Product Technology and its outputs are not services or deliverables pursuant to this call off.

8. Under this call off, the IT Product Technology functionality, up-time, and availability is provided on an “as-is” basis. No warrantee, guarantee or other commitment is made by us in relation to the functionality, up-time, and availability, and access to the IT Product Technology. PwC reserves the right to, without notice, suspend your (and the End Users’) access to, or use of, the IT Product Technology. PwC and its licensors reserve the right to change without notice, at its sole discretion, the performance, functionality and availability of the IT Product Technology. A separate agreement is intended to apply to your use of the IT Product Technology during or after implementation, subject to agreement between the parties in writing.

Intellectual property

9. PwC and our licensors own the intellectual property in the IT Product Technology. Only your End Users have a limited license to access and use the same. No other licence is granted to you in relation to the IT Product Technology in connection with this call off.

Information on the IT Product Technology

10. You agree that the information inputted into the IT Product Technology by you or the End Users may be combined with information of other people or parties to create outputs that PwC can make available to other PwC Member Firms and other parties, for instance (but without limitation) in relation to similar engagements, provided you and the End Users cannot be identified from those outputs.

Requirements connected to how the IT Product Technology is hosted

11. The “IT Product Technology” means both:

- a. The IT Product Technology defined above; and
- b. The IT Product Technology as hosted in PwC Global Hosting Service (GHS) - Cloud Service environment on Google Cloud Platform (“GCP”). GCP is provided to us on behalf of Google Ireland Limited (“Google”).

12. Your business is accessing the Google Cloud Platform Services as a customer of PwC. PwC is a Google Cloud Platform reseller and your call off with PwC governs your use of the Google Cloud Platform Services.

Restrictions

13. You will not, and will not allow End Users or anyone under your control, to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the IT Product Technology (except as otherwise agreed with us, and except to the extent such restriction is expressly prohibited by applicable law); (ii) use the IT Product Technology for the operation of nuclear facilities, air traffic control, or life support systems or any other use where use or failure of the IT Product Technology could lead to death personal injury or environmental damage; (iii) sublicense, resell or distribute any or all of the IT Product Technology (except as otherwise agreed with us); (iv) unless otherwise set forth in the call off, use the IT Product Technology to operate or enable any telecommunications service or in connection with the IT Product Technology that allows the End Users to place calls or to receive calls from any public switched telephone network; or (vi) process or store any data that is subject to the International Traffic in Arms Regulations maintained by the US Department of State.

14. Where the IT Product Technology includes any of the Google products known as Google App Engine, Google Cloud SQL, Google Cloud Storage, Google Prediction API, Google BigQuery Service, Google Compute Engine, Google Translate API v2, and Google Cloud Datastore, you will, and you will ensure that End Users will, comply with any of Google’s published restrictions on how those Google products may be used.

Authorisation to use customer information

15. You acknowledge that data inputted into the IT Product Technology may be used by us as described elsewhere in the call off, and by us and Google for any of the following purposes: a) complying with lawful data processing instructions; b) providing the services; c) providing technical support services; d) complying with this call off (and Google’s call off with the relevant PwC firm); e) ensuring compliance with the acceptable user policy (AUP, <https://cloud.google.com/terms/aup>); and f) developing Google products and features.

16. Google may disclose your information available IT Product Technology only where required to do so by law or regulation, or where they have express consent to do so.

Basis of provision of the IT Product Technology

17. You acknowledge that Google provides its part of the IT Product Technology on an 'as-is' and 'as-available' basis. Notwithstanding anything else in this call off, we have no liability or responsibility (including in negligence) in circumstances where there is any sort of issue or problem with those parts of the IT Product Technology, or where they are terminated, suspended, withdrawn, amended or similar, by or on behalf of Google.

Tenor Terms

18. As you know, we may use Tenor as part of our Service. A copy of the Tenor Terms of Service and API terms may be accessed here:

- Terms of Service <https://tenor.com/legal-terms>
- API terms <https://tenor.com/gifapi/documentation#apiterms>

You confirm that you shall not do or omit to do anything that would put either you or us in breach of these conditions.

The GIF link will bring you to the Tenor website, owned and operated by an independent party over which we have no control ("Third Party Website"). Any link you make to or from the Third Party Website will be at your own risk. Any use of the Third Party Website will be governed by the terms of the Third Party Website. We are not in any way associated with the owner or operator of the Third Party Website or responsible or liable for the goods and services offered by them or for anything in connection with such Third Party Website. We do not endorse or approve and make no warranties, representations or undertakings relating to the content of the Third Party Website.

We disclaim liability for any loss, damage and any other consequence resulting directly or indirectly from or relating to your access to the Third Party Website.

To the extent that the Buyer exercises its right to audit, PwC shall have full discretion on whether or not to agree to permit access to its books and records, and PwC shall assist with informing the Buyer of the ultimate decision.

[Remove following paragraph if the Buyer is using an SSO integration]

Single Sign-On Integration for the Perform Plus tool

19. The Perform Plus Pilot does not support SSO integration as standard functionality, therefore the additional requirement from Buyer will require the integration of their SSO functionality into the authentication layer of the application. *[Keep this paragraph if the Buyer is using a SSO integration or use the other version of paragraph 19 below if they are not]*

Single Sign-On Integration for the Perform Plus tool

19. The Perform Plus tool does not support Single Sign-On integration as standard functionality, therefore the additional requirement from the Buyer will require the configuration of the Single Sign-On functionality with the Perform Plus authentication layer Auth0.

- Perform Plus will integrate to Buyer Identity Access Manager
- Buyer will create two sub-groups to manage user access within their Identity Access Manager:
 - Stage
 - Production
- Buyer will provision test single-sign on accounts for PwC
- Buyer will manage user onboarding and offboarding process

Annex 1 - Data protection (PwC acting as a data processor)

For the purposes of data protection law, the parties agree that PwC is a processor for the personal data processed in relation to the provision of the Perform Plus Platform Services and this Annex 1 sets out the relevant details of the personal data processing.

Details of data processing and record of data processing activities

Subject matter of the processing	To provide the Perform Plus Platform for Buyer employees in accordance with your instructions in relation to the Perform Plus Services as set out in the scope of services agreed between the parties under the contract.
Duration of the processing	For the duration of the provision of the services agreed between the parties under the Statement of Work.
Data location	Web app The Perform Plus web app and permanent data storage will be hosted in [the EU/a specified country]. Data analytics Data analytics activities (preparing, calculating, hosting) will be in [the EU/a specified country].
Nature and purposes of the processing	<p>The purpose of the processing is to provide the Perform Plus services to all team members and leaders. The majority of data processing will occur within the Perform Plus digital platform ('Platform'), which is one element of the Perform Plus Approach, as set out in the scope of services agreed between the parties. Additional personal data may be captured and processed on ancillary documentation.</p> <p>The nature of the processing as instructed by you involves the following processing activities:</p> <ul style="list-style-type: none">• Receiving personal data directly from data subjects into the Platform• Communicating log-in details to the data subjects• Communicating product updates to the data subjects• Holding personal data within the Platform• Analysis of personal data in connection with the Platform• Reporting on findings from such analysis• Protecting personal data held on the Platform, including restricting, encrypting, and security testing• Sharing personal data, including disclosure with you and our subprocessors.

	<ul style="list-style-type: none"> Deletion or delivery of personal data on termination, upon the Data Controller's request.
Type of personal data	<p>The type of personal data is anticipated to include or may include:</p> <p>Employee data</p> <p>Personal data:</p> <ul style="list-style-type: none"> Employee name (optional) Employee email address (mandatory) Employee Perform Plus user role (mandatory) Employee avatar/photo (optional) <p>Related data that may be captured can include:</p> <ul style="list-style-type: none"> Employee sentiment and GIFs. Performance metric/score for KPIs and target (optional). Employee capability/skills (optional) Goals, planner and posts (free text descriptions of an objective, longer term plans, or topics to raise). <p>Special categories of personal data:</p> <ul style="list-style-type: none"> No special categories of personal data <p>Analytics and site statistics -</p> <p>We use cookies to gather usage information and statistics regarding use of this website. For example, we collect information about page visits and navigation to determine what features are of greatest interest and if users are able to find content easily. This is aggregated information and does not single out users as individuals. Users are provided with a Cookie Policy and can accept or decline analytics cookies to control and manage the collection of the above information. If users decline cookies, they are still able to access Perform Plus.</p>
Categories of data subject	Your employees/personnel/contractors
Roles and responsibilities of the parties and obligations and rights of the controller	<p>[Buyer] as the controller is required to provide PwC with the necessary information and instructions to perform the services and have a legal basis for the processing activities in relation to the services.</p> <p>In relation to the Perform Plus Platform, PwC as the processor is required to follow the controller's instructions and will not conduct any processing of personal data, except as set out in this contract or as otherwise agreed by the controller.</p>

Deletion and return of personal data	<p>Any information deleted from Perform Plus during the course of use will be removed from the database after [7] years. Personally Identifiable Information will be removed after 10 days.</p> <p>At the point of termination and decommission of the Buyer instance, PwC will perform a full extract of Buyer data from Perform Plus. The extract will be in csv data format.</p>
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List of Sub-Processors

In addition to the sub-processors set out in our privacy statement (<https://www.pwc.co.uk/who-we-are/privacy-statement.html>) , you authorise PwC to use the sub-processors set out in the table below as may be amended or replaced from time to time.

Sub-Processor	Registered Address and Location	Processing Operations (description of the Processing operations i.e. what the Sub-Processors will do with the Personal Data e.g. host, provide support, etc.)
Google Ireland Limited	Gordon House, Barrow Street, Dublin 4, Dublin, D04 E5W5 Data centers located in UK.	Hosting of the Perform Plus application. Business applications (such as email, documents and calendar) and certain other processing
Auth0 is a wholly owned subsidiary of Okta, Inc.	Auth0 10800 NE 8th ST, Suite 700 Bellevue, WA 98004 AR@Auth0.com	Integrates secure authentication and authorization for the Perform plus application
Bangalore Acceleration Centre (PwC)	Lake View Building, Bagmane Tech Park, CV Raman Nagar, Bengaluru, Karnataka, 560093 IN	Responds to Buyer service requests for which access to Buyer data, including Personal Data is required.
C-Tech (PwC)	Polna 11 Warszawa 00-633 Poland	Provides on-going business as usual support and development, to keep application running, supported and updated. Will regularly have access to Personal Data during these activities.

Data processing – As PwC is acting as processor in relation to your personal data, we will: (i) process it only on your lawful written instructions; (ii)

implement appropriate measures designed to ensure its security, including by imposing confidentiality obligations on relevant personnel; (iii) transfer it only to sub-processors (as set out in our privacy statement) under a written contract which imposes obligations consistent with those in this Appendix and you

authorise us to transfer your personal data to them; (iv) provide you with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with your own data security obligations under applicable data protection legislation; (v) notify you without undue delay after becoming aware of a breach in respect of it; (vi) subject to any other terms in this call off which state otherwise, on your request either return or destroy it when the call off ends; and (vii) on your written request, provide you with reasonable information necessary to demonstrate our compliance with this paragraph, which may include any available third party security audit reports.

Application Managed Services Terms of Business

The Application Managed Services Terms of Business apply to PwC Application Managed Services provided under any call off in addition to the other terms in the call off. If anything in these terms is inconsistent with the (i) call off or (ii) the terms of business, these Application Managed Services Terms of Business take precedence, unless the call off specifically amends any of them.

Application Managed Services - Service Order Form

The Service Order Form ('SOF') contains details of the Application Managed Services being provided. The full description of the services and how they will be delivered (including defined terms relevant to the services) is contained in the Service Definition Document below.

Service Model and Dates

Service Model	Cloud Manage / Cloud Team]
Service Transition Start Date	[dd/mon/yy] or other such date as mutually agreed in writing between the parties. Any revised date will be recorded within the SOM.
Service Commencement Date	[dd/mon/yy] or other such date as mutually agreed in writing between the parties. Any revised date will be recorded within the SOM.
Service Term (months)	[36/48/60] from the Service Commencement Date

Service Components

The following service components will be managed in accordance with the above Service Model as further described within the attached Service Definition Document.

SaaS Modules	[list modules]
PaaS Components	[list components]
IaaS Components	[list components]
Environments (incl purpose)	[list environments managed and their purpose - e.g. Production]
Maximum # Vendor Releases included per annum (SaaS)	<p>[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)</p> <p>[or – where the vendor differentiates between functional and maintenance releases .. for example Microsoft D365 ...</p>

	[nn] Microsoft Service Updates per annum plus [nn] Microsoft Release Waves per annum (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)]	
Maximum # Vendor Releases included per annum (PaaS)	[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)	
Maximum # Vendor Releases included per annum (IaaS)	[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)	
Maximum # Environment Clones included per annum (SaaS)	[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)	
Maximum # Environment Clones included per annum (PaaS)	[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)	
Maximum # Environment Clones included per annum (IaaS)	[nn] (additional releases, where the Cloud Team model is not currently in use, can be provisioned via the use of Call-Off Time if required)	
Event Management	[excluded / included for Production systems]	
Inclusive Service Requests		
	Description	Max # per annum
	xxx	[nn]
	xxxx	[nn]
Named Vendor(s)	[Oracle Corporation / Microsoft Corporation / etc]	

Incident Management SLA Matrix

The table below shows the agreed Incident Management SLA matrix. For further details of the SLA approach please refer to the Service Level Management section in the attached Service Definition Document.

Incident Priority	Target Response Time	Target Resolution Time	Hours of Cover
1			Normal Working Day
2			Normal Working Day
3			Normal Working Day
4			Normal Working Day
5			Normal Working Day

For the purposes of the Non-Performance provisions within the Termination section of the attached Service Definition Document, the Target Compliance shall be set at [80]%.

Service Charges

Fee Element	Fee	Notes										
Service Transition	[£xxxx]	One-off fee, to be invoiced upon execution of this agreement										
Base Support	[£xxxx] per month, prorated on a daily basis for part months.	To be invoiced quarterly in advance.										
Initial Call-Off Time	[£xxxx] for an initial allocation of [nnn] hours	One-off fee, to be invoiced upon execution of this agreement										
Inclusive annual Call-Off Time	[nnn] hours of Call-Off Time to be credited to Client's Call-Off Balance on Service Commencement date and each anniversary thereafter.	Included in Base Support fee										
Optional Call-Off Time purchases	<table><tr><th>Bundle size (hours)</th><th>Fee</th></tr><tr><td>[nnnn]</td><td>£[xxxx]</td></tr><tr><td>[nnnn]</td><td>£[xxxx]</td></tr><tr><td>[nnnnn]</td><td>£[xxxx]</td></tr><tr><td>[nnnnn]</td><td>£[xxxx]</td></tr></table>	Bundle size (hours)	Fee	[nnnn]	£[xxxx]	[nnnn]	£[xxxx]	[nnnnn]	£[xxxx]	[nnnnn]	£[xxxx]	To be invoiced upon receipt of a duly authorised purchase request. The fees associated with the purchase of additional Call-Off Time will increase by 5% at each anniversary of the Service Commencement Date.
Bundle size (hours)	Fee											
[nnnn]	£[xxxx]											
[nnnn]	£[xxxx]											
[nnnnn]	£[xxxx]											
[nnnnn]	£[xxxx]											

Invoices will be submitted to	[name and address of invoices]
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Call-Off Time Consumption

The Call-Off Time is purchased in advance and consumed at variable rates depending upon the resource type being assigned. The table below shows the variable consumption rates. Full details of how the Call-Off Time mechanism works can be found within. The attached SDD.

Resource Location	Resource Type / Level	Call-Off Consumption Rate
Resources located in the UK	Partner	
	Director	
	Senior Manager	
	Manager	
	Senior Associate	
	Associate	
Nearshore ¹ resource, working from their base location	Senior Support Consultant	
	Support Consultant	
Offshore ² resource, working from their base location	Senior Support Consultant	
	Support Consultant	

Additional Notes

[Insert here any variations to the standard Service Definition Document. Do not amend the actual SDD]

¹ A resource located outside the U but working within the European Economic Area (EEA)

² A resource located in India, Egypt or South Africa

Application Managed Services – Service Definition Document

The Service Definition Document ('SDD') contains a full description of the Application Managed Services and how they will be delivered. All specific variables and any agreed variations to this SDD are detailed in the Application Managed Services - Service Order Form.

1. Definition of terms

The following definitions, when referenced within this SDD in Capitalised form will have the meanings ascribed within the following table.

Defined Term	Definition
24x7	24 hours per day, 7 days per week
1 st Line Support	From an end user perspective, the first port of contact for assistance with the Services.
2 nd Line Support	From an end user perspective, the 2 nd level of escalation for assistance. 2 nd Line Support is only ever invoked by the 1 st Line Support team when 1 st Line Support are unable to address the request(s) and when the issue resides within the service scope of 2 nd Line Support.
3 rd Line Support	From an end user perspective, the 3 rd level of escalation for assistance. 3 rd Line Support is only ever invoked by the 2 nd Line Support team when 2 nd Line Support are unable to address the request(s) and when the issue resides within the service scope of 3 rd Line Support.
Application Configuration Change	A change to the configuration of the supported application which can be introduced through the application interface without the need to invoke application development or other such technical skills.
Base Support	The services described within this SDD which are delivered as part of the fixed recurring fees, those fees being stated in the Service Order Form.

Change of Control	A change in the management, ownership or control of a party to this agreement whereby the ultimate power to control or determine the direction of the management policies of the party, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise (including that meaning as provided in section 416 of the Income and Corporation Taxes Act 1988) is transferred
Call-Off Time	A mechanism by which Clients may request services from PwC which reside outside the scope of Base Support.
Change Management	The process deployed by PwC to govern the introduction of Requests for Change.
Client	The entity/ies referred to as 'you, your' in the agreement.
Client SME	The role assigned to one or more PwC employees. Provides expert advice, guidance and support in their own area of specialism to Client.
Cloud Augment	A service model through which PwC offers managed services. The model contains certain features and components as described within the Service Definition Document.
Cloud Manage	A service model through which PwC offers managed services. The model contains certain features and components as described within the Service Definition Document.
Cloud Support	A service model through which PwC offers managed services. The model contains certain features and components as described within the Service Definition Document.
Elective Change	A Request For Change which is not stated as mandatory within a Vendor Release. These optional changes are assessed for the business benefit as part of the Change Management Process.

Engagement Director	The PwC Director who is responsible for the delivery of services under this agreement.
Engagement Leader	The PwC Partner or Director with overall accountability for the services.
Event Management	The process deployed by PwC to provide proactive systems monitoring and alerting.
Hours Of Cover	The times of day, and days of the year during which the services described within this agreement are available.
Impact	The business impact, as determined by the person logging the Incident and in line within the definitions contained within the SLA, of an Incident remaining in an unresolved state.
Incident	An interruption, or potential interruption, to normal service.
Incident Management	The process by which PwC will manage Incidents on behalf of Client.
Incident Resolution	The length of time that an Incident remains assigned to PwC in an unresolved state, during Hours Of Cover, where it has not been agreed that the Incident Resolution timer will be paused.
Incident Response	The length of time between the logging of an Incident with PwC and the point where a non-automated human response is provided indicating the next course of action.
ITIL	IT Infrastructure Library. A set of best practice service management disciplines as defined by the UK Office of Government Commerce.
Normal Working Day	Between the hours of 09:00 and 17:00 (UK time) Monday to Friday, excluding English, Polish, Indian, Egypt, South Africa public holidays (applicable only to selected delivery centre).

Priority	The calculated priority of an Incident based on the defined matrix of Impact and Urgency.
Problem	An issue (i.e. root cause) which is generating one or more Incidents.
Problem Management	The process for identifying and providing a plan for the resolution of a Problem.
Production Service	A Service which is used by Client for the delivery of business operations to its end-user community. For the avoidance of doubt, this excludes Services which provide testing, development, training or other such purposes.
Project Warranty Fix	The resolution of an Incident on a system (or part thereof) which is currently subject to a separate project warranty condition between Client and PwC.
PwC	PricewaterhouseCoopers LLP, defined as 'us' / 'we' / 'our' in the agreement.
Quarterly Quality Review	A quarterly meeting held between a senior representative at Client and a PwC Partner to review the quality and value of Services delivered.
Release	A collection of one or more Requests For Change to a target environment.
Release Management	The process for managing the deployment of a Release.
Request for Change	Also known as an 'RFC', a request to introduce a permanent change to a system.
Request Fulfilment	The process used to implement Service Requests
Scrum Master	Individual who organises meetings, resolves roadblocks and issues, and works with the key

service stakeholders to make sure the service backlog is up to date. The Scrum Master does not have any authority over team members, however, he or she does have authority over the process.

Service Backlog	An inventory of candidate changes and enhancements to the supported application(s) and/or the way in which the services are managed. These candidates will be assessed and prioritised for potential inclusion in Sprint Backlog for a scheduled Sprint
Service Commencement Date	The date on which the services described within this SDD shall commence.
Service Definition Document	This document. Also known as the 'SDD'.
Service Level Agreement / SLA	The agreement, including this document.
Service Manager	The role assigned to a PwC employee. Provides service governance and coordination activities in respect of the services.
Service Model	A collection of service capabilities and features. Each managed service is designed around a core Service Model.
Service Operations Manual	Also known as the 'SOM'. A document, the contents of which shall be agreed between PwC and Client, containing service operations information. This is an intentionally non-contractual, living document. The SOM is subject to the agreed Change Control process.
Service Quarter	A rolling three-month period commencing on the Service Commencement Date.
Service Request	Routine, pre-defined, relatively low risk, planned changes to a system. Also known as a Standard Change.

Service Review Meeting	A regular, formal, meeting between Client and PwC to review service performance and plan for service improvement / change where appropriate.
Service Review Report	A report produced by the PwC Service Manager detailing recent service performance, progress against agreed service actions and overall service KPIs.
Service Term	The duration of the service, in months, commencing on the Service Commencement Date
Service Transition	The process for bringing the services described in the SLA into a Production status.
Service Transition Start Date	The date on which it is agreed that Service Transition activities will commence.
SLA	See <i>Service Level Agreement</i>
SOM	See <i>Service Operations Manual</i> .
Sprint	A fixed-length iteration during which a one or more backlog items is transformed into a potentially shippable deliverable. Each sprint is assigned a set amount of time to be accomplished.
Sprint Backlog	A segment of Service Backlog items that the team selects to complete during a Scrum sprint.
Sprint Review	A meeting held immediately following the completion of a sprint by the Scrum team to review and demonstrate what the team has accomplished during the sprint.
Sprint Retrospective	A meeting held following the completion of a sprint to discuss whether the sprint was successful and to identify improvements to be incorporated into the next sprint.
Standard Change	See <i>Service Request</i>

Support Analyst	A generic role to describe the PwC resources who provide specialist support services under the agreement.
Target Compliance	The level to which PwC must perform services in respect of the targets described within this agreement.
Urgency	The level of urgency – when compared to other active Client Incidents - with which Client wishes PwC to prioritise an Incident.
Vendor	A third-party provider of products (software, hardware or services) whom PwC does not have direct responsibility for but who may provide 3 rd Line Support for one or more services described within this agreement.
Vendor Release	A bundle of changes introduced by the Vendor. Typically include bug fixes and/or core platform / application enhancements.
Vendor Service Requests	Requests for support raised with relevant software Vendor(s), by PwC, on behalf of Client.

2. Service Management

Services will be delivered within the PwC service management framework, an ITIL aligned service delivery model. This section of the SDD provides a description of the delivery model and associated ITIL practices as they relate to the services.

2.1. Service Governance

The overall managed service will be co-ordinated by a named PwC Service Manager. The Service Manager will be responsible for managing PwC's delivery against the service commitments.

2.1.1. Service Review Meetings

The Service Manager will meet with Client on a regular basis to discuss performance of the service over the previous reporting period and to plan for any changes in the following period. Where jointly agreed, such meetings may take place remotely using appropriate technology (web conferencing, conference calls, etc.).

A standard agenda for the Service Review Meetings will be defined during Service Transition and documented within the SOM.

The frequency of the Service Review Meetings is stated within section 3 of this Service Definition Document.

2.1.2. Service Reporting

PwC will produce a formal PwC branded Service Report on the frequency stated within section 3 of this Service Definition Document. The content of the Service Report will be defined during Service Transition and documented within the SOM.

2.1.3. Service Delivery Approach

Support for the services described within this agreement will be delivered:

- Predominantly remotely, delivered from PwC's own support operations centre. Occasional client-site work can be scheduled subject to agreement between both parties.
- Within the Hours of Cover, and target Incident Management SLA targets described within this agreement
- In unlimited volume – that is, unless explicitly stated elsewhere within this agreement, PwC will not impose quota-limits on the number of Incidents managed.

2.1.4. The Service Operations Manual ('SOM')

This agreement contains a description of the contracted service commitments between PwC and Client.

The document is supported by an operational document, the Service Operations Manual ('SOM'). The SOM is a PwC branded document and contains operational delivery processes to be agreed between the parties during the Service Transition.

The standard SOM contains the following headers, but is a 'working document' and can be adapted on a per Client basis subject to agreement between the parties:

- PwC and Client contacts points and escalation details
- A service RACI matrix
- A description of each Business Service (server names/roles, status, software modules/versions, backup approach, etc.)
- Any revisions to the Incident, Problem or Change Management processes
- Standard Service Review Meeting agenda and attendees
- Standard Service Report format
- An audit trail of changes to the SOM

The latest version of the SOM will be maintained by the PwC Service Manager and shared with the named Client contacts listed within the SOM.

2.1.5. Escalations

Should the need arise for any support request to be afforded heightened visibility within PwC, the following escalation path should be instigated:

Escalation Level	PwC Contact	Action
Level 1 Escalation	PwC Support Analyst via the relevant Service Desk record	Provide an update on the current status of the request and an action plan for resolution
Level 2 Escalation	PwC Service Manager (using contact details within the SOM)	Review the action plan provided and oversee the request to resolution - ensuring Client is updated at regular agreed intervals
Level 3 Escalation	PwC Engagement Director (using contact details within the SOM)	Undertake a review of the current action plan and instigate any required intervention(s), advising Client of actions taken
Level 4 Escalation	PwC Engagement Partner (using contact details within the SOM)	Undertake a review of the current action plan and instigate any required intervention(s), advising Client of actions taken

2.2. Practice: Service Transition

Where PwC has not implemented the system to be supported:

- A system review will be performed by PwC to assess the status of the supported systems, and to review corresponding documentation as part of this agreement.
- PwC may make reasonable recommendations that arise out of this exercise, taking into consideration Client's plans for the system(s). These will be discussed with the Client, and subject to the Client's approval, these may result in the need for additional activities, delivered subject to additional charge or through the use of Call-Off Time where appropriate.
- In cases where any of the supported systems do not meet the entry level criteria for the on-going support service as defined within this agreement, PwC will advise Client, in writing, of the required remedial activity. Such criteria include, but are not limited to:
 - minimum recommended patch levels as dictated by the respective software vendor;
 - validated under-pinning third party support agreements where appropriate;
 - remedying any current configuration errors which will become subject to the on-going support commitments.
- Until such remedial work has been undertaken PwC will provide on-going support on a reasonable endeavours basis. In such cases, and also in cases where Vendor support is no longer available for the deployed solutions/versions, PwC will not be liable for any commitments under the SLA in respect of the individual system(s).

In all cases, irrespective of whether PwC has implemented the system to be supported:

- PwC will, working with Client where required, configure the support infrastructure. This includes:
 - Setting up and testing of remote network access, where deployed.
 - Installation and configuration of the Event Management system, where deployed.
 - Configuration and testing of the PwC call logging software, to include the creation of up to 10 (ten) named user accounts for Client employees from whom PwC will accept support requests.
- The support procedures are communicated internally within the Client organisation and any required training is provided in such support procedures by PwC. The support procedures are tested so the transition can be as seamless as possible.

2.3. Practice: Service Desk

Support requests can be logged with PwC via one of the following channels:

- Telephone to the PwC Service Desk
- Via a secure online portal, the user instructions for which will be documented within the SOM.
- Proactively by PwC support staff

Progress against all such support requests can be tracked by Client through the online portal irrespective of how the request was initially raised. Automated emails will inform Client of any key status changes on the support requests.

A unique support reference number will be issued for each support request. The Client caller will be notified of this via an automated email. This reference will subsequently be used in correspondence relating to that request and for summary service reporting.

The PwC support portal allows Client-designated personnel to log their own requests via a secure web interface which specifies the information required at the point of logging. PwC expects to be provided with all information relating to the request and Client agrees to provide such information as concisely and accurately as possible.

The portal also provides real time access to the request history, updates made by the support team and visibility of all open and closed Incidents and other support requests for the Client organisation. Users can also enter their own updates and responses to any questions/updates raised by the PwC support team.

2.4. Practice: Incident Management

The Incident Management process addresses faults, or potential faults, on the supported systems under the agreed service level commitments as defined within the agreement.

Incidents may be resolved by way of a workaround and may also lead to the Problem Management / Change Management processes being invoked in order to provide a permanent structural fix to the issue.

During the life-cycle of an Incident, all correspondence between Client and PwC relating to a particular issue shall be detailed in the Incident history and will be visible to Client using the online portal.

The following statuses may apply to an Incident during its lifecycle:

Incident Status	Definition
New	Indicates that the issue logged is waiting for a Support Analyst to commence investigation.
Work in Progress	Indicates that a Support Analyst is actively working on the Incident
Awaiting Client	Indicates that an update on the Incident has been discussed with/sent to Client which requires some feedback from Client prior to progressing
With 3rd Party	Indicates that action to progress the Incident has been passed to Vendor (or other appropriate 3rd party), which the Support Analyst will actively manage to gain a solution in a timely manner.
On-Hold	Indicates that PwC and Client agree that the Incident is placed on-hold pending future action.
On-Hold Pending Change Request	Indicates that PwC and Client agree that the Incident is placed on-hold pending the introduction of a currently active Change Request
On-Hold Pending 3rd Party Release	Indicates that PwC and Client agree that the Incident is placed on-hold pending the introduction of an expected Release from a Vendor / 3rd Party / Product Team.
Resolved	Indicates that the Support Analyst believes that the Incident has been satisfactorily resolved and is awaiting Client confirmation.
Closed	Indicates that both Client and the Support Analyst agree that the Incident has been satisfactorily resolved - or approximately 10 working days have passed with the Incident in an unchallenged Resolved status.

2.5. Practice: Problem Management

As part of our continual service improvement ethos, PwC may instigate the Problem Management process to identify the root cause of recurring Incidents or following a major Incident.

PwC shall determine when it is appropriate to invoke the Problem Management process and Client will be informed of progress of such root cause investigation activities on a regular basis and also through the formal Service Reports and Service Review Meetings.

2.6. Practice: Request Fulfilment

The Request Fulfilment process governs the execution of an agreed number of pre-defined, pre-approved and risk assessed Service Requests (also called Standard Changes) to the supported systems.

Examples of such Service Requests include environment cloning and applications system administration tasks. An inventory of any agreed inclusive Service Requests is included in the Service Order Form.

2.7. Practice: Change & Release Management (Elective Changes)

Clients or PwC may raise a Change Request (CR) in cases where a permanent structural fix is required to address an issue, or where an enhancement is required to the supported systems. CRs will be scoped, risk-assessed and approved by PwC and Client working collaboratively.

PwC will track all CRs within the PwC Service Desk system and report on progress to Client at key points and within the regular service review meetings.

2.8. Practice: Release Management (Vendor Releases)

The process for the review and introduction of Vendor Releases. This typically involves the impact assessment, testing, scheduling and deployment of the Vendor Release in accordance with Vendor instructions.

2.9. Practice: Event Management

Where applicable to the individual service or part thereof (see Service Order Form for details), PwC will deploy proactive monitoring and alerting tools such that any potential issues in respect of service availability, capacity or performance may be captured in advance of it causing impact to the system end users.

Where such an alert is triggered the PwC team will review the alert and, if deemed appropriate, instigate the Incident Management process to affect a resolution.

Event Management is normally deployed to Production / Live systems only.

2.10. Sprint-based Continual Improvement

Sprint-based Continual Improvement is PwC AMS' Agile approach to developing and deploying both Elective Changes and service improvement initiatives. This approach differs from Change and Release Management in that items are bundled up and deployed simultaneously, yet the two approaches can be utilised alongside one another to deliver fixes or enhancements depending on the nature, complexity and urgency of the change.

Sprint-based CI is only applicable where PwC are responsible for the whole environment into which the fix or enhancement is to be deployed. If an Agile approach is adopted, PwC will manage the client's Service Backlog, assist with prioritisation of items into Sprint Backlog, and support on the execution of sprints to advance improvement initiatives, on an agreed schedule.

2.11. System interface demarcation point

PwC is responsible for the support and maintenance of system interfaces and integrations only where such application code and/or configuration directly reads data from, or writes data directly to, the supported application(s).

In cases where PwC also manages the integration transportation services (for example an Enterprise Service Bus or a set of platform-based integration services) this service element will be explicitly included as a managed platform asset (PaaS Component) or infrastructure asset (IaaS Component) within the Service Order Form.

3. Service Model Definitions

Each Service Model contains a set of defined features and capabilities.

The Service Order Form will state the Service Model under which the services will initially be delivered.

Clients may choose to switch to an alternate Service Model at each anniversary of the Service Commencement Date, subject to both parties agreeing such a change a minimum of 60 working days in advance of the relevant service anniversary date.

The following sections of the SDD state which service features are included within each of the Service Models. For each feature, the table shows whether the feature is:

1. Included in the Base Support fee;
2. Available via the Call-Off Time facility; or
3. Excluded from that Service Model.

Any specific variations to the features detailed below will be documented within the Service Order Form.

3.1. Core Service Management

The following core Service Management features are contained within the stated Service Model(s).

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
Service Desk access by telephone, email and secure on-line portal	Base Support	Base Support	Base Support	Base Support

Named PwC Service Manager	Base Support	Base Support	Base Support	Base Support
Monthly Service Review Meetings	Base Support	Base Support	Base Support	Base Support
Monthly Service Report	Base Support	Base Support	Base Support	Base Support
Service Level Management	Base Support	Base Support	Base Support	Base Support
Project Management / coordination of Change Requests where such changes fall outside the scope of Base Support	Not Included	Not Included	Not Included	Not Included

3.2. Practice: Service Transition

The following Service Transition activities are contained within the stated Service Model(s).

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
Knowledge take-on by the PwC AMS team(s)	Service Transition	Service Transition	Base Support	Base Support
Alignment of Client and PwC end-to-end support processes	Service Transition	Service Transition	Base Support	Base Support
Production of the Service Operations Manual	Service Transition	Service Transition	Base Support	Base Support
Deployment of PwC's standard Event Management tooling (where stated in Service Order Form)	Not Applicable	Service Transition	Base Support	Base Support

On-boarding of authorised Client users in the usage of PwC's Service Desk portal	Service Transition	Service Transition	Base Support	Base Support
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3.3. Practice: Incident and Problem Management

The following core 2nd Line Incident and Problem Management features are contained within the stated Service Model(s). These services are in respect of the Venmodules / assets defined within the Service Order Form.

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
Applications Functional (configuration) Support				Included subject to the assigned and agreed Cloud Team resource levels.
Incident Management (unlimited number of)	Call-Off Time	Call-Off Time	Base Support	
Problem Management (unlimited number of)	Call-Off Time	Call-Off Time	Base Support	
Incident Management Response Time SLA	Base Support	Base Support	Base Support	
Incident Management Resolution Time SLA	Excluded	Base Support	Base Support	
'How to...' advice and guidance in the usage of the supported systems	Call-Off Time	Call-Off Time	Base Support	Additional capacity can be provided through Call-Off Time as required.
Applications Technical (integrations and customisations) Support				
Incident Management (unlimited number of)	Call-Off Time	Call-Off Time	Base Support	
Problem Management (unlimited number of)	Call-Off Time	Call-Off Time	Base Support	

Incident Management Response Time SLA	Base Support	Base Support	Base Support	
Incident Management Resolution Time SLA	Excluded	Base Support	Base Support	

3.4. Practice: Request Fulfilment

The following core Service Request Management features are contained within the stated Service Model(s). These services are in respect of the modules / assets defined within the Service Order Form.

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
Execution of named Catalogue of Service Requests as stated within the Service Order Form (and any future amendments as jointly agreed and documented within the SOM during the engagement)	Call-Off Time	Base Support	Base Support	<p>Included subject to the assigned and agreed Cloud Team resource levels.</p> <p>Additional capacity can be provided through Call-Off Time as required.</p>

3.5. Practice: Change and Release Management

The following Change and Release Management features are contained within the stated Service Model(s). These services are in respect of the modules / assets defined within the Service Order Form.

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
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Vendor Release Management				
Impact Assessment and production of impact assessment document	Call-Off Time	Base Support	Base Support	Included subject to the assigned and agreed Cloud Team resource levels. Additional capacity can be provided through Call-Off Time as required.
Regression Testing	Call-Off Time	Call-Off Time	Base Support	
Maintenance of a Known Error Log in respect of Vendor releases	Call-Off Time	Call-Off Time	Base Support	
Implementation of mandatory changes in accordance with Vendor Release Notes	Call-Off Time	Call-Off Time	Base Support	
Implementation of optional changes in accordance with Vendor Release Notes	Call-Off Time	Call-Off Time	Call-Off Time	
Elective Changes				
Initial scoping (excluding any detailed design or development) and commercial assessment of Change Requests up to a maximum of 2 hours effort per Change Request	Call-Off Time	Call-Off Time	Base Support	Included subject to the assigned and agreed Cloud Team resource levels. Additional capacity can be provided through Call-Off Time as required.
Design, development, documentation, unit and system testing of the Change	Call-Off Time	Call-Off Time	Call-Off Time	
Support for User Acceptance Testing (testing and acceptance to be undertaken by Client)	Call-Off Time	Call-Off Time	Call-Off Time	
Deployment of Change to supported environments	Call-Off Time	Call-Off Time	Call-Off Time	

3.6. Practice: Environment Management

The following core Environment Management features are contained within the stated Service Model(s). These services are in respect of the modules / assets defined within the Service Order Form.

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
Construction and ongoing maintenance of an Environment Plan showing the name, role, nominated owner and calendar of scheduled activities for each supported Environment	Call-Off Time	Call-Off Time	Base Support	Included subject to the assigned and agreed Cloud Team resource levels. Additional capacity can be provided through Call-Off Time as required.
Execution of Environment Clones (e.g. Production to Test clones) for the supported environment(s).	Call-Off Time	Call-Off Time	Base Support	
Execution of the agreed pre and post-clone steps required to prepare the target environment(s) for their intended role.	Call-Off Time	Call-Off Time	Base Support	
Liaison with the Vendor / platform services provider to undertake Environment Management activities as required.	Call-Off Time	Call-Off Time	Base Support	

3.7. Vendor Management

The following core Vendor Management features are contained within the stated Service Model(s). These services are in respect of the modules / assets defined within the Service Order Form.

Service Element	Cloud Support	Cloud Augment	Cloud Manage	Cloud Team
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Logging, tracking and ongoing management of support requests with the Vendor in relation to Incidents, Problems, Changes and Releases.	Either Base Support or Call-Off Time in line with the stated approach for that particular Practice within the currently applicable Service Model. For example: Vendor Management activities pertaining to Incident Management will be Base Support for Cloud Manage; or Call-Off Time for Cloud Support.
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4. Service Level Management

4.1. Incident Response and Resolution Matrices

On receipt of an Incident by the PwC Service Desk, the Incident priority will be determined in accordance with the following agreed metrics governing Incident Impact, Urgency and Priority.

The Priority of an Incident will typically be derived from a combination of the Impact and Urgency of the Incident.

The Incident Priority will then guide the Incident Response Time and, where included as part of the selected service, the Incident Resolution Time.

4.1.1. Impact

The Impact measure determines the impact on Client's business operations in line with the following table:

Impact	Description
High	All users are unable to access the system and/or a suspected security breach has occurred on a Production Service.
Medium	Users are able to access the system but performance is degraded for all users, and/or a major business process has failed. Applies to Production Services only.
Low	Issue affecting a single user or non-urgent business process

4.1.2. Urgency

The Urgency of an Incident depicts how Client wishes PwC to prioritise the issue relevant to the other Client issues which PwC is currently working on.

Impact	Description
High	This is deemed the top priority by Client and should be managed in preference to other active Incidents which PwC is managing for the Client.
Medium	PwC should generally prioritise this Incident higher than Low Urgency Incidents but not in preference to High Urgency Incidents
Low	These Incidents have the lowest level of urgency from Client's perspective

4.1.3. Incident Priority Matrix

The combination of Impact and Urgency will guide the Priority of each Incident according to the matrix below:

	Urgency
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		High	Medium	Low
Impact	High	Priority 1	Priority 2	Priority 3
	Medium	Priority 2	Priority 3	Priority 4
	Low	Priority 3	Priority 4	Priority 5

All Incidents logged on non-Production (or DR) systems will be prioritised no higher than Priority 3.

Clients must notify PwC of Priority1 and Priority 2 Incidents by telephone in addition to any portal or email communications. The elapsed time calculations will not commence until PwC has been notified of such Incidents by telephone and an Incident has been successfully logged within the Service Desk system.

It is possible to change the priority of an active Incident during its lifecycle. If an Incident is downgraded, the SLA timer will continue to operate, and be revised to work against the new Incident Resolution time target. In cases where Client wishes to increase the Priority of an Incident and would also like this to be reflected in a revised Incident Resolution target, Client is advised to close down the current Incident (either through the self-service portal adding an explanatory note, or by contacting PwC by telephone) and raise a new Incident referencing the original Incident ID. This is required to correctly account for time already spent working on the Incident at its lower Priority.

Incident Resolution targets do not apply to Incident Management work undertaken through the use of Call-Off Time. Incident Response time targets do continue to apply.

If physical on-site attendance is required at Client or other non-PwC premises, then travel time is excluded from the Incident Resolution time.

Project Warranty Fix: where support services are delivered on a system, or part thereof, which is currently subject to the provisions of a separately agreed project warranty between the parties; the warranty terms of the associated project terms shall prevail, and the Incident Management targets herein shall not apply until such time as the warranty period has expired. Both parties may agree to utilise the Service Management processes to facilitate such remedial actions, however the commercial and service level considerations within the relevant Project Schedule shall prevail.

4.1.4. Incident Management SLA Targets

The target times, and hours of cover, for each Incident Priority within each individual service is defined within the Service Order Form.

Target Compliance is calculated as the percentage of Incidents reported during each Service Quarter which achieve the specific SLA adherence targets as defined within the Service Order Form. Where fewer than 10 (ten) Incidents are reported, the calculation is carried forward to subsequent Service Quarter end(s) until there are 10 or more Incidents available for the KPI calculation.

4.1.5. The Incident Resolution Timer

The resolution timer begins, at the point that the Incident is logged, at which point a Support Analyst will be assigned to investigate the issue. The resolution clock will be paused in the following instances;

- Where there is a requirement for further information to be provided by Client.
- For the duration that the Client has not complied with their obligations under this agreement, to any relevant degree, or is otherwise outside PwC's reasonable control to progress..
- Where a solution has been provided and PwC is awaiting confirmation of resolution.
- When an Incident has been passed to a third party for resolution, for example to a Vendor in the form of a Vendor Service Request, or any other third party.
- In cases where Client and PwC agree that the Incident can be placed 'on-hold' until some agreed future date/action.
- When a resolution to the Incident has been identified but this is waiting for a related Change Request to be deployed.

The clock will restart when further action is required from PwC.

5. Call-Off Time

Call-Off Time is designed to address planned changes and enhancements to the Services or other such support activities which lie outside the scope of Base Support.

Call-Off Time is provided either at the client site or is delivered remotely from the PwC office. Any requirement to travel to Client site or other non-PwC location will be subject to additional reasonable expenses, with travel time also being charged to the Call-Off Time agreement.

Call-Off Time requests can also be raised directly with the PwC Service Manager by an authorised Client representative. For instance, planned cover for staff absence, or technical development of a bespoke program would be arranged this way, rather than as the result of a request to the Service Desk.

PwC will report on the Call-Off Time usage within the scheduled Service Review Reports.

Unused Call-Off Time can be carried forward between service contract months / years. Any unused Call-Off Time at the end of the Agreement shall be forfeited.

5.1. Call-Off Time Allocations

Call-Off Time can be allocated in one or more of the following approaches:

1. Initial Call-Off Time - an initial allocation of Call-Off Time hours for use from the Service Commencement Date;
2. Inclusive Annual Call-Off Time - an amount of Call-Off Time hours that is purchased on the Service Commencement Date and each anniversary of that date;
3. Discretionary Call-Off Time - optional purchases of Call-Off Time hours at any point during the service term as required to support the services. All such purchases will be invoiced upon receipt of a duly authorised purchase order and prior to any of the related Call-Off Time hours being consumed.

5.2. Call-Off Time Fees

The specific construct, and associated volume and fees, for each service is contained within the Service Order Form.

5.3. Call-Off Time Consumption

The Call-Off Time is purchased in advance and consumed at variable rates depending upon the resource type being assigned. The rates at which Call-Off Time is consumed are shown in the attached Service Order Form.

Call-Off Time can be consumed in a granular manner, based on the provisions stated below:

- For work performed remotely, Call-Off Time is used with a minimum of 1 hour per request.
- For work performed at the client site, a minimum of 8 hours will be deducted from the Client's Call-Off Time allocation. All work at client sites is subject to reasonably incurred expenses.
- A premium of 1.5x the stated Call-Off rate applies for work undertaken outside of normal working hours, between Monday and Friday. A rate of 2x the stated Call-Off rate applies for weekend working and activities undertaken during an English public holiday.

6. Term and Termination

6.1. Service Commencement date and Term

The Service Commencement Date and Service Period / Length will be as stated in the Service Order Form.

6.2. Termination

The services may be terminated in advance of the scheduled service end date where the stated termination provisions within this agreement apply, or in the following circumstances.

6.2.1. Termination due to non-performance

The SLA Target Compliance levels for this Non-Performance clause are defined in the Service Order Form

PwC shall not be deemed to have failed to perform against the SLA if such failure arises from a breach by Client of its obligations as defined within this agreement, or under the circumstances set out in clause 15.1 of attached Terms of Business.

6.2.1.1. *Cloud Support, Cloud Augment and Cloud Manage Service Models*

If PwC fails to meet the target SLA compliance measure within any Service Quarter then Client shall inform PwC in writing within thirty (30) days of the end of the Service Quarter of this non-compliance.

If PwC fails to meet the target SLA compliance in 3 (three) consecutive Service Quarters ("Non Performance"), then Client shall be entitled to terminate the SLA by giving 3 (three) months written notice within 30 (thirty) days of determination or notice of Non Performance; provided that Client has previously served the notice referred to in this clause in respect of failures to meet targets in each individual Service Quarter.

6.2.1.2. *Cloud Team Service Model*

Termination due to non-performance does not apply to the Cloud Team Service Model, in which the SLA Target Compliance levels act as a key performance indicator (KPI) as to the resourcing levels selected.

If PwC fails to meet the target SLA compliance measure within any Service Quarter, then such events are deemed to be due to the resource utilisation levels, and the level of FTE resource required should be reconsidered.

6.3. Exit Assistance

Reasonable assistance in the transition of services to Client or Client's preferred 3rd party upon termination of the agreement shall be provided as Call Off Time, subject to the terms of this agreement accordingly.

7. Support Prerequisites & Other Commitments

7.1. Support prerequisites

For the support to be most effective, Client is required to provide PwC with the following documentation (where such documentation exists) prior to commencement of the Service:

- Business Process Diagrams
- User Procedures
- Configuration and Parameterisation Documents
- Bespoke Development List
- Bespoke Technical Documentation and Set-up Documents
- Any existing backup Schedules and Procedures
- System Integration Diagrams
- Interface Schedules and Documentation
- Vendor support access right and instructions for the management of any Vendor Service Requests
- Any other documentation or information that will permit PwC to ensure a more effective and value-added support service.

7.2. Client commitments during services

PwC's ability to perform the services is dependent upon the Client fulfilling its responsibilities, including those set out below. Client will:

- Procure and maintain currency of Client's product support agreement with the relevant Vendor(s) for the provision of vendor product technical support, patch provision and upgrades for the supported software modules.
- Appoint a nominated relationship manager, who will act as PwC's prime point of contact with Client and provide access to any other key members of Client staff for their input where necessary for PwC to fulfil its service obligations.
- Be responsible for the overall system and making all management decisions in relation to that system
- Put in place a level of 1st Line Support which ensures that PwC will only receive support requests from a Client representative who is authorised to raise such requests, and ensure such 1st Line Support personnel - and all other Client representatives whom PwC contacts for information/input - possess a suitable level of skill, knowledge and experience appropriate for their roles.
- Manage and maintain the support process and structure as defined and agreed by both parties ensuring the most effective use of Incident, Problem, Change and Release Management processes and supporting systems.
- Establish and maintain internal controls, including monitoring ongoing activities, and not rely on PwC's services in order to fulfil this responsibility;

- Provide access to Client's buildings to PwC's personnel where such access is required in order for PwC to perform the Services or otherwise satisfy its obligations under the Agreement, and ensure i) that all such access is safe, and ii) that PwC is provided with a suitable, safe and professional working environment; and iii) that PwC is provided with communications, administrative and other support to the extent reasonably necessary.
- Provide remote access to Client's network and systems and data in respect of which PwC is providing Services. Should this not be provided, then any otherwise applicable service level agreement shall not apply and PwC reserves the right to charge for on-site working through the use of Call-Off Time or subject to additional charge.
- Provide all required access to enable PwC to manage support requests on Client's behalf with the appropriate hardware, software or third-party service vendors (each one a "Vendor") under Client support code and/or software support licence agreement as and when required.
- Ensure that the Vendors perform their roles with reasonable skill and care.
- Ensure that the Vendors co-operate with PwC in relation to the Services.
- Use reasonable endeavours to ensure that the user who initiated an issue is available on site or by telephone if further clarification is required by PwC while rectifying the issue.
- Continuously evaluate the appropriateness and results of the Services and tell PwC if and when the requirements change. Client will participate in a review of the services, should significant changes to the systems in respect of which PwC is providing Services, usage of such systems or the underlying infrastructure be made. Examples of such changes include, but are not limited to: introduction of additional modules; noteworthy increase in size of the user population; software upgrades; change of operating platform or core infrastructure design.
- Attend at least one (1) commercial review meeting per annum, at the request of PwC, where PwC provides at least one (1) calendar month notice of such meeting. This meeting will review the commercial performance of the Services to date, and assess areas where PwC may further assist Client in achieving its business objectives.

7.3. PwC Commitments during services

During the term, and in connection with such services, PwC shall have additional responsibilities as stated below:

- Manage the support process as defined and agreed by both parties.
- Respond within the timescales agreed in the SLA or otherwise in writing by the parties.
- Provide fault documentation, review information, and documentation detailing incidents not handled within the service level targets, if any, as set forth in the SLA.
- Maintain all solutions and related documentation consistently and within agreed standards.

This document is confidential and extracts from it and the ideas contained within it, may not be used for any other purpose other than in connection with the provision of Services under the G-Cloud 14 Framework and may not be disclosed to any third parties.

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