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ORDER FORM – Contact Centre as a Service

Contents

1) SERVICE DESCRIPTION

Supplier shall provide the Client with a cloud-based Contact Centre as a Service, delivering a secure, scalable, and resilient omni-channel contact centre platform. The service enables the Client to modernise customer interactions, improve service responsiveness, and flex capacity on demand without the need for on-premise infrastructure.

The Supplier shall enable the platform and support installations.

Supplier shall procure all the necessary licences to enable the platform and the agreed access route for the users.

Supplier shall be responsible for monitoring the platform and service availability in accordance with the SLA schedule and shall ensure that the service is compliant with the SLAs through the Suppliers Business Continuity and Disaster Recovery plans.

Supplier shall provide a detailed project plan within ten (10) working days of signing the contract to allow all stakeholders to plan accordingly.

Supplier shall also provide the Client with access to a support desk to allow the Client to raise changes, problems, incidents and service requests associated with the service.

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Overview of the Service elements:

Service Element	Service Description
Procurement Framework (if applicable)	G-Cloud 11/12/13/14/15
Service Location	Century House, Gadbrook Business Centre, Northwich, Cheshire, CW9 7TL
Location of Client Data (if applicable)	United Kingdom / Metadata to AWS Ireland
Quality Standards	ISO 27001 GDPR PCI
Technical Standards	ISO 27001 PCI
Contract Start Date (start of **Initial Term**)	[DD/MM/YYYY]
Contract End Date (end of **Initial Term**)	[DD/MM/YYYY]
Contract Extension End Date (**optional extension**)	[DD/MM/YYYY]
Extension	Upon conclusion of the **initial term** and the **optional extension** term the contract will be extended automatically on an annual basis from the anniversary date. The termination notice period is 90 (ninety) days prior to the anniversary date following expiration of the **initial term** and **extension term** and may be terminated at such time by the Supplier or the Client without justification.
Managed Backup	N/A
Business Hours	09:00-17:00 Monday to Friday excluding England's Public Holidays
Extended Business Hours (if appropriate)	N/A
Service Hours	24/7 x 365
Maintenance windows	20:00-08:00 Monday to Friday excluding England's Public Holidays

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Onboarding Process	1) Process Review of existing Contact Centre and Telephony 2) Work in partnership with the Customer to create suitable Contact Flows, Queues and Routing Profiles 3) Run a smoke test on each configuration 4) Provide system to The Customer for Testing, this may be phased. 5) Test Support Processes 6) Work in partnership with the Customer to create rollout schedule 7) Phased Go Live
Service	1) Weekly availability report through Monitoring Service 2) Maintain Client services in line with SLA's for the service 3) Ensure service documentation in accordance with industry best practice and ISO 27001 4) Maintain technical and quality standards 5) Scope amendments to be documented through a Change Process run by the Supplier. 6) Provision of a service desk to support the services provided that is available during Business Hours. 7) Supplier shall provide Business Continuity and Disaster Recovery services as standard and shall share such plans within five (5) working days upon request from the Client. 8) Out of hours support shall not be provided.
Change Process	See **Annex 1** for the process and tabular format to use to request change
Transformation	See **Service** description
Exit	Upon the exit decision having been confirmed, the Supplier will supply the Client with the service up to the agreed end date. The Supplier will not provide an alternative provider with documentation to deliver a comparable service due to the intellectual property inherent in the service.

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	Additional work required to prepare handover reports on the service outcomes will be provided to the Client or alternative supplier as designated in writing by the Client. Handover documentation will be assessed and is at the sole discretion of the Supplier as to whether this is separately chargeable as a project per the Suppliers rate card. The Supplier will not supply any documentation that it deems to be construed as Intellectual Property. The Client must seek confirmation in writing (e-mail or letter) from the Supplier that documentation will not be construed as the Suppliers intellectual property. The Supplier will not unduly withhold documentation from the Client in the event that documentation is not considered to be intellectual property of the Supplier, as determined by the Supplier. The Client may be considered to be in breach of intellectual property rights law if it provides an alternative provider with such documentation without written consent.
Collaboration Agreement	The Supplier will collaborate with the Clients other suppliers insofar as requested to do so by the Client in order to deliver the service. The Supplier will withhold collaboration in the event that it considers another supplier is acting unethically, illegally, is pursuing the Suppliers contract or is infringing upon the Suppliers commercial or intellectual property rights.
Supply of Staff	The Supplier shall take sole responsibility of services delivered by staff or contractors under the Suppliers own instruction and invoicing. The Staff delivering the Service will be the responsibility of the Supplier and at no point shall the Client be construed to assume responsibility for employment liabilities associated with the Staff involved.
Insurance	The Supplier shall maintain insurance coverage throughout the term of the contract: Professional Indemnity – £10 million Public Liability – £10 million Product Liability – £10 million

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	Employers Liability – £10 million Travel & Building – MIS Group policy
Audit requirements	The Supplier will provide the Client with reporting on the service availability and overall service performance. Direct access will not be provided to the Client or any alternative suppliers into the Client. Documentation audits are at the Clients discretion to request with five working day notice provided to the Supplier prior to such an audit. Client shall not request a documentation audit more than twice a year. The Supplier will maintain relevant documentation in the Clients own Knowledge Management solution.
Roles & Responsibilities	To be defined in **Annex 2**.
Management of the Network carrier	N/A
Acceptable Use Policy	The Supplier shall adopt acceptable use policies of the client. In the absence of such policies the Supplier and Client shall cooperate to create these policies.

All change requests will be assessed and the Supplier reserves the right to request additional funding for all changes. Pricing for change requests will be undertaken using the Supplier **rate card**.

2) SUPPORT

Supplier will provide service in line with the Service Levels identified below.

Supplier shall provide standard support provided Client is current in payment of Service Charge as stated in the **Pricing & Payment Terms** section of the Order Form. Failure to make payments promptly for services provided will grant the Supplier the right to suspend service until such time as payments are up to date.

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3) SERVICE LEVELS

Service Levels

Service	Target Level	Minimum Level	Assessment period	Measurement criteria
Availability of CCaaS Service	99.99%	99.50%	Monthly Real-time checks available	Downtime measured by supplier
Availability of Service Desk/Support Desk	99.99% within Business Hours	99.50% within Business Hours	Monthly	Downtime measured by supplier
Backup Retention period	7 Days	7 Days	Daily	Reporting from toolsets
Recovery Time Objective (RTO)	30 minutes	4 Hours	No testing possible as Service is backed off to AWS	Downtime measured by supplier
Recovery Point Objective (RPO)	4 Hours	1 Day	Real-time	Procedural checks annually
Response rates to incidents	See **Incident Response Matrix** below	See **Incident Response Matrix** below	monthly	Service Desk report

Incident Prioritisation Matrix

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

Incident Response Matrix

definitions below this table

Priority Code	Description	Target Response Time	Target Resolution Time (inside Business hours)	Target Resolution Time (outside Business hours)
1	Critical	Immediate	1 Hour	2 Hours
2	High	10 Minutes	4 Hours	N/A
3	Medium	1 Hour	8 Hours	N/A
4	Low	4 Hours	24 Hours	N/A
5	Very Low	1 Day	1 Week	N/A

Incident Urgency

Category	Description

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High	• The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor Incident can be prevented from becoming a major Incident by acting immediately. • Several users with VIP status are affected.
Medium	• The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low	• The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

Incident Impact

Category	Description
High	• A large number of staff are affected and/or not able to do their job. • A large number of Clients are affected and/or acutely disadvantaged in some way. • The damage to the reputation of the business is likely to be high. • Someone has been injured.
Medium	• A moderate number of staff are affected and/or not able to do their job properly. • A moderate number of Clients are affected and/or inconvenienced in some way. • The damage to the reputation of the business is likely to be moderate.
Low	• A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. • A minimal number of Clients are affected and/or inconvenienced but not in a significant way. • The damage to the reputation of the business is likely to be minimal.

* time sensitive work is defined by roles/activities – dictated by compliance to legislation & regulation and impact to tenant/resident welfare
** VIP is defined as Board member or Director

In the event that the monitoring tool interferes with the "Business As Usual" operations of the Client then the toolset shall be withdrawn from the Client's infrastructure and alternatives discussed with the Client.

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4) PRICE & PAYMENT TERMS

Terms

Payment Method	BACS only
Invoicing Profile	Projects – Monthly in arrears
Terms	30 Days
Invoicing Currency	GBP
Supplier Legal raising the invoices	Incline IT Limited
Invoice Format	PDF
Recipient of Invoice	[Enter as appropriate]
Sender of Invoice	admin@incline-it.com
Invoice supporting data requirements	[Enter as appropriate]
Breakdown on the face of the invoice	See **Service** table below
Performance Criteria for invoicing (if required)	Delivery of service
Service Charge annual review	LF = LF + (LF x (((RT - RO) / RO)+0.02)) where LF is the Service charge set out in the Order Form at the date hereof, RT is the Retail Price Index last published prior to the anniversary date concerned, RO is the Retail Price Index last published to the previous anniversary date concerned. Such increased fees shall be payable as from the anniversary date concerned.

Service Approach

Phase	Description	Price £ (excl. VAT)	Assessment Criteria	Approver
Transition	Create the CCaaS POC to support customer testing Create the CCaaS Platform		Availability of environment & Client sign off to support transition testing Scale the environment to Support Go Live	Client IT Manager
Service	Support levels to be determined based on customer requirements. Call triaging for tickets from Client personnel to be retained by Client. Supplier shall supply 2nd, 3rd and 4th line support.		Client sign off against SLA's	Client IT Manager

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Rate card

	Strategy and architecture	Business change	Solution development and implementation	Service management	Procurement and management support	Client Interface
1. Follow	£400	£400	£400	£400	£400	£400
2. Assist	£490	£490	£490	£490	£490	£490
3. Apply	£590	£590	£590	£590	£590	£590
4. Enable	£840	£840	£840	£840	£840	£840
5. Ensure or Advise	£910	£910	£910	£910	£910	£910
6. Initiate or Influence	£990	£990	£990	£990	£990	£990
7. Set Strategy or Inspire	£1,250	£1,250	£1,250	£1,250	£1,250	£1,250

Note to the Rate card table: Minimum unit is 0.5 day

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Service

Service Line	Scope	Price (excl. VAT)	Fixed / Variable
Service Support	Support provided by the Suppliers staff to maintain and support the service for the Customer	£xxxxx.xx + VAT monthly service charge <Details of the pricing construct to be shared.> List Price + x% for third party costs	Variable based on consumption. Costs provided are indicative only.
Transition	Transitional service associated with building the new service and supporting migration Training and Adoption Workshops can also be provide with Incline and AWS Support	£xxxx.xx + VAT for Professional effort £ xxxx.xx + VAT indicative price for third party costs	Fixed for Professional effort Variable for third party (numbers are indicative)

Supplier shall provide the Client with a variable pricing agreement to enable the Client to gain efficiencies. Supplier shall only provide a fixed price agreement upon the explicit request of the Client and the client does so in the knowledge that Supplier will price in risk into the agreement.

5) SERVICE CREDITS

The Supplier commits that failure to adhere to service levels may trigger a service credit regime.

If levels fall below the target threshold, but above the minimum threshold in a given month then no service credit will be available. If the sub-standard performance occurs in three months within a rolling six-month period then the Client will be eligible for service credits equivalent to a 2.0% reduction in costs for the month in which the service credit regime was triggered. The service credit regime will be maintained until such time as the Supplier has reduced the sub-standard performance to two or less sub-standard performances within a rolling six-month period.

If levels fall below the minimum threshold in a single month then the Supplier commits to an immediate service credit of 2.0% on the affected months service charge.

Service Credits will be dealt with as a credit note and will issued within two weeks from the last day of the month in which the service credit regime was triggered. No credit note shall be issued if the Client is in arrears on any invoices to the entire MIS Group at the time when the credit note would otherwise be due or if the Client's account is suspended or cancelled due to misuse of the service.

The Supplier shall not be responsible for third party deliverables where the third party is outside the scope of control of the Supplier. Explicitly, the Supplier shall not assume any responsibility for service delivery and/or failure of any third party network provider.

ANNEX 1 – CHANGE REQUEST

The Client or the Supplier may request a change. The Supplier will accept changes from another supplier to the Client subject to appropriate and evidenced approval by the Client.

Changes are considered in a 'Change Board' that convenes once a week to discuss change requests that have been made with requests made via the below table.

Date	Title	Description of issue and impact to users	Recommendation	Impact of Change	Cost of Change (£)	Impact to Users during Change	Timeframe for change	Owner of change

The Change Board will approve a risk assessment of the change and an impact analysis of the change is to be presented to the Change Board. Once approved the Supplier will enact the change that was requested and feedback to the Change Board once completed and, if applicable, will include an invoice in the following month for the agreed price of the change request. No format is designated for the feedback and is at the discretion of the Chair of the Change Board to determine as appropriate.

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ANNEX 2 – ROLES & RESPONSIBILITIES

Client Responsibilities

- Provide all data relevant to the Supplier to enable the environment to be built and for the service to be run.
- Provide access to AD to enable integration with the service for Single Sign On (SSO) purposes.
- Provide Supplier with necessary guidance from application vendors that the applications will technically work in the environment.
- Agrees not to share any intellectual property of the Supplier with any third parties. For the avoidance of doubt the Supplier shall determine what constitutes intellectual property.
- Shall be considered as "Data Controller" for the application of the General Data Protection Act 2018.

Supplier Responsibilities

- Shall request available information from the Client to enable the environment to be built and configured to achieve the required outcome.
- Shall advice on the access requirements for all integrations.
- Shall provide a report at the end of the project in line with the requirements that were agreed upfront in the project initiation document.
- Shall support the Client with migration activities should they be requested and a price be agreed.
- Shall operate in good faith with the Client and actively support collaboration.
- Shall be considered as "Data Processor" for the application of the General Data Protection Act 2018 and shall use discretion in reporting findings to the Client. The Supplier shall assume responsibility for all aspects of the service, however the Supplier shall not be held accountable for any data breaches identified during transition of the service or those breaches that are not solely due to the Suppliers own failure. The Supplier shall use reasonable endeavours to support the Client to report any such instances to the Information Commissioners Office (ICO) and such support will be chargeable to the Client at the Suppliers rate card. The Client accepts that under such circumstances the Supplier may be asked to undertake the work without formal approval from an appropriately authorised authority within the Client, however the Client accepts that in such circumstances that signing this contract provides advanced authority for such activities to be charged by the Supplier up to a cap of 5 days.