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SERVICE DESCRIPTION – ActiveF

Contents

1) SERVICE DESCRIPTION

Supplier shall provide the Client with an Accounting system to enable a shift to a modern cloud-native finance solution and facilitate a transition away from the Clients incumbent supplier.

The Supplier shall enable the solution and support configuration of the solution the meet the needs of the Client. The Supplier shall guide the Client on how to configure the solution and this may involve some data loading at the Clients request.

Supplier shall ensure that they have an appropriate internet connection for the solution to function as intended. The Supplier shall also be responsible for procuring all the necessary Microsoft Office licences required for exported documents. Libre Open Office will be added to the solution in due course.

Supplier shall be responsible for monitoring the solution 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 provides a standard onboarding project plan and the Client will be invited to go through this within ten (10) working days of signing the contract to allow the Client to coordinate additional stakeholders ("**Third Party**"). Integration partners are to be declared upfront to avoid unnecessary delays later in the project and to allow time for the Supplier to assess the security of the data transfer process from the Third Party. Any data

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transfers deemed to be of an unsafe mechanism shall be advised to use import templates and a SFTP approach to mitigate the risk.

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.

Overview of the Service elements:

Service Element	**Service Description**
Procurement Framework (if applicable)	TBC
Service Location	Century House, Gadbrook Business Centre, Northwich, Cheshire, CW9 7TL
Location of Client Data (if applicable)	United Kingdom / Metadata to AWS Ireland Location aligned to the Client geography
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.
Backups	Overnight daily
Business Hours	09:00-17:00 Monday to Friday excluding England's Public Holidays
Extended Business Hours (if appropriate)	N/A
Service Hours of Solution	24/7 x 365

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Maintenance windows	20:00-08:00 Monday to Friday excluding England's Public Holidays
Onboarding Process	1) Configuration walkthrough and completion split into four distinct stages of the setup. The gap required by the Client is anticipated to be 1 week between each meeting but can be agreed separately. 2) Historical data loading to take place after this. The Supplier will assist with this stage. 3) Documented processes for the integration activities are shared by the Client to the Supplier followed by a review period. 4) Integration based configuration changes to be made in the system. Core software changes will only be undertaken if it benefits all Clients. 5) Smoke Testing the solution by project team 6) UAT – 2 months 7) Parallel run – 1 month 8) Soft Go Live when the Client is comfortable that the solution is working as intended 9) Case Study within 3 months of go live All elements of the go live plan contain some degree of flexibility.
Service	1) Dashboards will supply real-term performance of the solution 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. Please be aware that there is one solution for all Clients, so requests may be turned down if they are too niche, however we would ask that you still place the request so we can make an assessment. 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. 8) Out of hours support shall not be provided. 9) Supplier shall continue to develop, maintain and enhance the solution. If you are running a project that impacts upon the solution, then it is the Clients responsibility to inform

	the Supplier and the Supplier will perform a risk assessment on the project. If a project places the ActiveF service under undue risk then the integrations presenting the risk factor will be disabled with immediate effect.
ActiveF solution areas	Sales Purchasing Fixed Assets Liabilities Treasury Banking Integrations Customer and Supplier access Tax Reporting Forecasting & Budgeting Consolidations Securitisation of debt Property Valuations
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. All data is accessible to the front-end user so there will be no additional data provided under an exit clause. Should an additional data request be made then it will become chargeable change per the Suppliers rate card. The Supplier will not supply any documentation that it deems to be construed as Intellectual Property. The Client agrees not to share any Supplier documentation or bespoke documentation created by the Client in respect to the features of ActiveF to an alternative provider. 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

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	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 and copyright 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. The Supplier shall at no point become responsible for the deliverables of a **Third Party**.
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 Employers Liability – £10 million Cyber Liability - £2 million Travel & Building – MIS Group policy
Audit requirements	The Supplier will provide the Client with reporting on the service availability and overall service performance. The Supplier will maintain relevant documentation in the Suppliers own Knowledge Management solution. There will be no right to audit the service. The solution will be penetration tested once a year and any adverse findings will be shared with the Client upon request.

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Roles & Responsibilities	To be defined in **Annex 2**.
Acceptable Use Policy	The Client shall adopt acceptable use policies of the Supplier in respect to the service. 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 the 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. 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 ActiveF 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	MIS Active Finance Limited
Invoice Format	PDF
Recipient of Invoice	[Enter as appropriate]
Sender of Invoice	adminstaff@miscs.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 (((CT - CO) / CO)+0.02)) where LF is the Service charge set out in the Order Form at the date hereof, CT is the Consumer Price Index last published prior to the anniversary date concerned, CO is the Consumer 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	Configure the ActiveF solution to support Client testing		Solution Available Configuration Complete Integrations Complete Historic Data imported and tested. Smoke Testing UAT Parallel run and cut-over plan. Official Go Live	Client Solution Owner
Service	Enhanced service will be provided for two weeks following go live.		Client sign off against SLA's	Client Solution Owner

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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	£450	£450	£450	£450	£450	£450
2. Assist	£550	£550	£550	£550	£550	£550
3. Apply	£650	£650	£650	£650	£650	£650
4. Enable	£850	£850	£850	£850	£850	£850
5. Ensure or Advise	£950	£950	£950	£950	£950	£950
6. Initiate or Influence	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000
7. Set Strategy or Inspire	£1,400	£1,400	£1,400	£1,400	£1,400	£1,400

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

MIS Active Finance Limited, Century House, Gadbrook Business Centre, Northwich, Cheshire CW9 7TL
Tel: 0845-330-2325 Accounts & Admin: 0845-345-8118 www.activef.co.uk Email: enquiries@activef.co.uk
Reg. In England 14241059 VAT Reg: 449 771938

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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 Client	£xxxxx.xx + VAT monthly service charge £xxxx.xx + VAT indicative price for OCR costs	Fixed based on asset number or revenue Variable based on consumption for OCR capability.
Transition	Transitional service associated with the ActiveF solution and supporting migration Training and Adoption Workshops can also be provided.	£xxxx.xx + VAT for Professional effort £xxxx.xx + VAT indicative price for OCR costs	Fixed for Professional effort Variable based on consumption for OCR capability.

Supplier shall provide the Client with a variable pricing agreement to enable the Client to forecast the cost. 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.

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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 and be redeemed in the preceding invoice period. 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 reduction to the invoice for the next month unless it occurs in the final period of the contract, in which case it will be handled as a credit note and will be issued within two weeks from the last day of the month in which the service credit regime was triggered. The service credits regime shall be suspended 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.

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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 will be accepted via the service desk portal only.

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

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. If 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.

Changes will only be accepted if they benefit all users. Changes that only address a single Clients requirements will be rejected

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ANNEX 2 – ROLES & RESPONSIBILITIES

Client Responsibilities

- Provide all data relevant to the Supplier to enable the configuration of the solution, setup and on-going use of the solution.
- Provide AD setup per Supplier instruction to enable access to the solution for Single Sign On (SSO) purposes.
- Provide Supplier with necessary contacts and context for integrations that are required.
- 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 solution to be configured and setup to achieve the required outcome.
- Shall validate data and import into the solution when provided by the Client.
- Shall advice on the SSO access requirements.
- Shall advice on all integration access requirements.
- 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 solution, 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.