

Integra & inSTREAM

1. Integra Finance Management & Procurement

1.1. Introducing Integra

IBSS's Integra financial management solution is a fully integrated, comprehensive suite of business-process oriented software modules. Developed and supported by our own centre of excellence, Integra is a well-established and proven solution with rich heritage empowering public sector organisations to lever the benefits of class-leading finance management.

Integra enables organisations to manage their financial management and procurement requirements via a secure, scalable cloud-hosted, solution. The solution provides flexibility in the selection of modules to suit the specific needs of each organisation, including configurable automated workflow delivering consistent, good industry practice business processes, simplified integration through an API suite and pre-processor interfaces - resulting in reduced setup costs, lower risk and quicker deployment, helping organisations minimise the time to realise the benefits and return on investment.

Integra is presented with a modern and intuitive user interface, consistent look and feel presentation, enabling rapid user adoption and ease of use. Comprehensive business analysis capability is driven through user-defined dashboards and graphical reports with transaction drill-down.

Integra is designed to deliver interoperability. Should integrated income management, payments, HR and payroll functionality be required or considered as part of a longer-term back-office roadmap, the scope of Integra can be extended to provide a unified ERP solution (not included as standard).

1.2. Delivering better outcomes for our customers

Our clients' needs and expectations are the forefront of what we do. With over 30 years' experience working with public sector organisation, we offer unparalleled ability to deliver improved outcomes for our customers.

We help our customers achieve results and business objectives by identifying mission critical issues and implementing good industry practice solutions designed to generate revenue, reduce costs and enable real-time access to management information.

Key Features

- Proprietary IBSS Finance and Procurement solution, full development, delivery and support
- Leading industry technology platform with comprehensive, fully integrated modular solution
- Complete monitoring, control and analysis across your finance and procurement operations
- Comprehensive Business Intelligence and reporting suite
- Simple to use, user-defined graphical dashboard reporting, with transaction drill-down
- Definable automated workflow, delivering consistent, good industry practice business processes
- Definable scheduled automation
- Secure, Cloud-hosted platform, for full multi-platform remote working
- Well-established, proven implementation method - delivers seamless transition into operational service
- Access to Integra user group and sector-specific special interest groups

Key Benefits

- Consistent intuitive user interface across the end-to-end solution

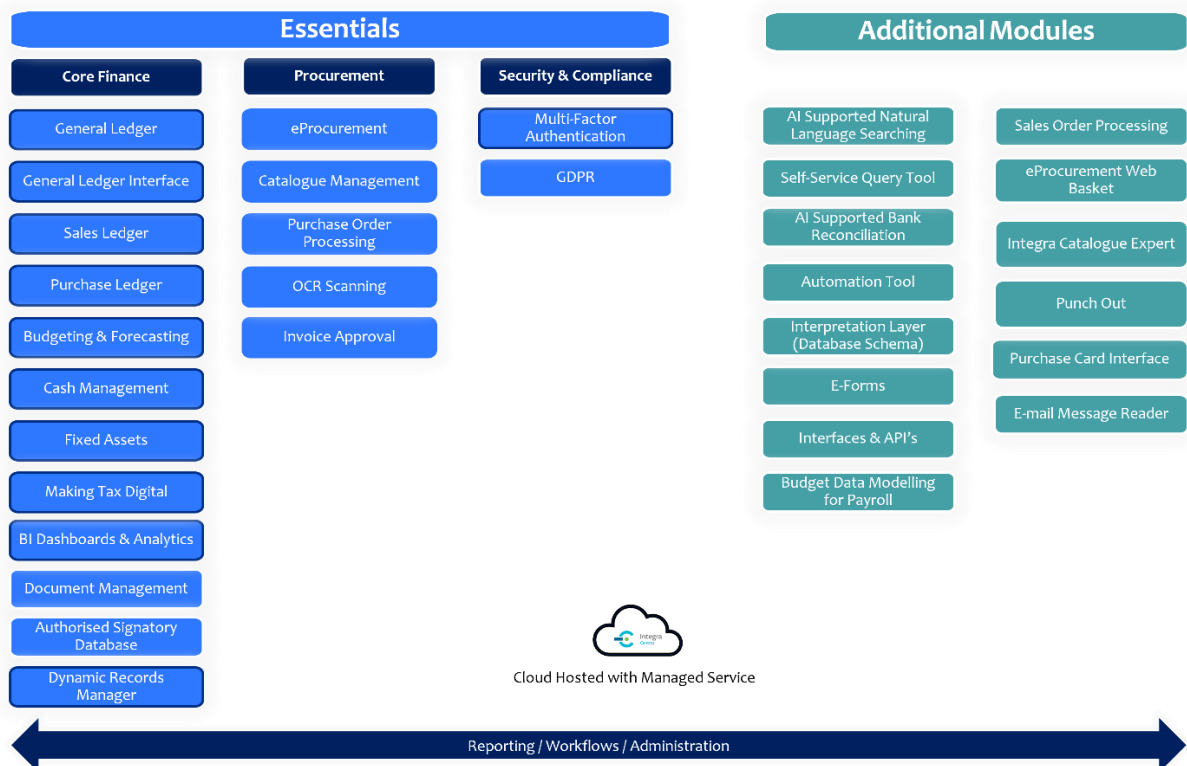
- Advanced business analytics to better inform decision-making and future planning
- Scalable platform, allowing flexibility aligned to changes in your organisation
- Delivers continuous improvement of operational efficiency, reducing TCO
- Delivers single version of the truth, driving increased accountability
- Simple, seamless integration to third party systems to maximise ROI
- Templated solutions to enable accelerated deployment
- Interoperable, enabling unified (finance, procurement, income management, payments, HR/Payroll) and back-office solutions across your organisation (not included)
- Long-standing IBSS heritage consistently enhances and enables client outcomes
- Flexibility assuring 'fit for future' service and informing Integra strategic direction

1.3. Fully integrated modular solution

1.3.1. Integra modules

Integra delivers finance and procurement solutions utilising a comprehensive suite of fully integrated software modules, definable workflow, and good industry practice business processes.

The Integra solution consists of essential core modules, accompanied by the option to enhance its capabilities with additional package modules, some shown below. In addition, we can provide as part of a solution extended services encompassing Payment Services, RPA and HR and Payroll functionalities.



1.3.2. Good industry practice processes, automation and workflow

Workflow

Deployment of business processes and automation is a common thread through all application modules in the form of configurable workflows and alerts, multi-tiered approval hierarchies and the attachment of any supporting documentation.

Integra's comprehensive and customisable workflow produces efficient and effective ways of working by streamlining the finance function and associated processes. It enables bottlenecks to be reduced and that requests for approval are presented in a timely manner to key decision makers.

Throughout the system, user-definable workflows can be set up to automate business processes, enabling significant improvement and efficiencies enabled via:

- Configurable workflow
- Best practice finance and business processes
- Integration
- Automation and alerts
- Self-service functionality.

Integra users are able to benefit from investment in process automation built-in to the solution, encompassing:

General Accounting	Accounts Payable	Accounts Receivable	Report Collation
• Journal Entry • Bank Reconciliation • Period Close Activities.	• Supplier Setup & Validation • Invoice Capture & Matching • Expense Processing • Payment Processing • Change of Address / Bank Account validation	• Customer Setup & Validation • Sales Order Entry • Invoice Creation • Credit Reporting • Collection Activities • Debt Management	• Collate data and reports into useable data sets for MI & BI, without long and expensive integration projects
Master Data Management	Back Office Performance	Data Migration	Compliance Monitoring
With APIs' Update data across multiple systems such as HR/Payroll, Housing, when a customer or employee changes it.	Routine tasks can be completed in the back-office in batch with OCR support for document processing	Data migration can be performed using source and target system interfaces, benefiting from the validation of the target system	Continuously monitor logs, data feeds and other sources to provide real-time compliance alerts

1.3.3. Multi-company and multi-tenancy management

Integra can operate in a multi-company, multi-tenanted environment and provides rich functionality to enable the set-up of multiple structure hierarchies and associated business analysis and reporting needs across all modules, including the ability to:

- Host separate ledgers for each company organisation
- Support full inter-company accounting
- Provide consolidated accounts
- Comprehensive multi-company reporting and analytics.

Security and Access

Within multi-tenanted systems, standard security features are implemented across the system. These include (but are not limited to):

- Business rules that can be set and applied at various levels within the hierarchy and across multiple organisations.
- The ability to set bespoke business rules for individual departments within a single organisation.

1.3.4. Integra Business Intelligence and Analytics

The built-in Integra Business Intelligence (IBI) solution enables organisations to extract real intelligence about their business from data accumulated in the normal course of daily operations and represents a dramatic step forward in monitoring business performance. Integra Business Intelligence pulls together a number of powerful reporting tools into a single business interface, enabling users tailored access to a range of data analysis and reporting capability, encompassing:

- Multi-dimensional objective and subjective reporting
- Drill down functionality to transactional data and source documents
- Intuitive, user-defined flexible graphing capabilities and dashboard analytics
- Standard reports provided through Integra native reporting

1.4. Inter-operability solution extensions

1.4.1. API and Integration Tools

Interfaces of data to and from third party systems can be achieved through the API suite and standard pre-processor interfaces. The inter-operable capability of Integra delivers simple, seamless integration to third party systems, and optimises customer ROI.

Additionally, Integra includes the Integra Integration Gateway (IIG) that allows it to seamlessly interface to many types of 3rd party systems using standard, non-proprietary protocols. Integra contains tools to enable users to quickly and easily import data from Microsoft Office documents (e.g. a Microsoft Excel worksheet) as part of most user interface grids. This can be used to import data such as journals.

For any complex integrations that arise, we have a specific team for handling custom integrations.

1.5. inSTREAM

1.5.1 API and Integration Tools

What inSTREAM does

inSTREAM is an intelligent automation platform that streamlines document-driven finance processes, including Accounts Payable and invoice management.

The instream Platform has a proven track record of achieving high levels of process automation, reducing operational costs and document handling times whilst improving accuracy and transparency.

The platform is proven across NHS organisations, others in the public sector and in enterprise environments, securely processing millions of documents each year.

It scales to support individual NHS trusts as well as shared service models, with consistent performance and governance.

inSTREAM can be delivered as a managed service, which provides a Human-in-the-Loop to bolster machine learning.

The result is higher levels of automation, more predictable finance operations, and capacity released for carrying out higher-value financial management tasks.

InSTREAM USES AI & MACHINE LEARNING TO:

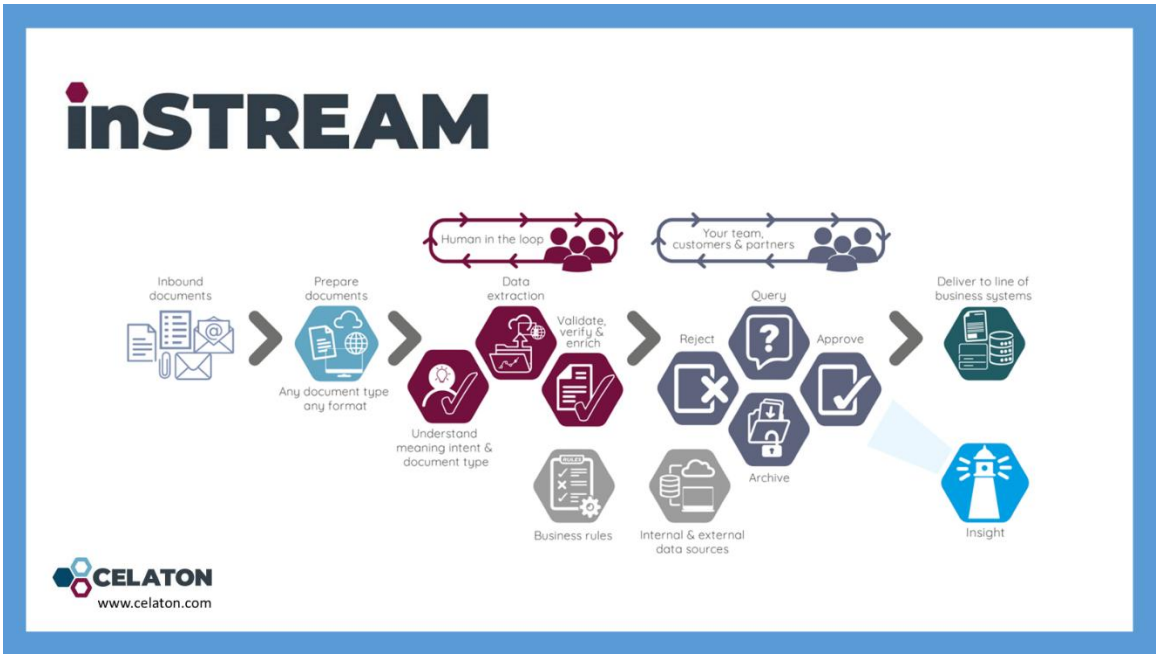
- securely classify incoming documents
- extract and validate financial data
- apply automated business rules via workflows that connect end-to-end finance processes
- facilitate fast and efficient exceptions handling
- manage approvals
- securely archive and apply document retention rules in line with relevant data protection laws
- integrate with existing ERP and finance systems, passing payment-ready invoice data through

How inSTREAM delivers value

The Platform enables finance teams to:

- reduce manual effort and invoice handling times
- lower operational costs
- improve accuracy, transparency and auditability
- meet efficiency, compliance and value-for-money objectives

InSTREAM Infographic



Integra Support Services

The Support Services are detailed in the current IBSS Service Charter which can be found at the following URL:
<https://www.ibsoftwaresolutions.com/terms-conditions>

Integra Managed Services

The Managed Services incorporate the current versions of the following documents, which can be found at the following URL: <https://www.ibsoftwaresolutions.com/terms-conditions>

Managed Service Descriptions Document Title	<u>Not Applicable</u> to this Product Order	<u>Applicable</u> to this Product Order
Managed Services		
Application – Bronze	☐	☐
Oracle Database – Bronze	☐	☐
MSSQL Database – Bronze	☐	☐
Operating – Bronze	☐	☐
Application – Silver	☐	☐
Oracle Database – Silver	☐	☐
MSSQL Database – Silver	☐	☐
Operating – Silver	☐	☐
Application – Gold	☐	☐
Oracle Database – Gold	☐	☐
MSSQL Database – Gold	☐	☐
Operating – Gold	☐	☐

Integra Hosting Services

1. Hosting Service

The Hosting Services provided by IBSS consist of the provision of services, application and technical support including communications and network support to the point of the connection to the outside edge of the Microsoft Azure Cloud.

2. Support Hours

IBSS will provide support for the Hosting Services from 08:00 - 18:00 Monday to Friday excluding UK / Irish public holidays ("**Support Hours**").

3. Functionality of the Hosting Service

3.1. Product design

Product design will be performed by IBSS in accordance with the interface specification, the agreed detailed design and the published specifications. The published specifications are provided electronically as part of the Product.

3.1.1. User interfaces

The Customer will utilise a browser interface, but excluding Safari.

3.1.2. Data capture

Data capture (data entry) will be performed by the Customer's personnel utilising the Product via the defined interfaces (i.e., general ledger and bank statement interface) set out in the interface specification.

3.1.3. Data validation

Data validation is performed at the point of entry against reference data held within the system and/or against column rules, e.g., numeric characters only.

3.1.4. Reporting

Crystal and xQuery will be utilised for reporting. Standard reports are provided as part of the Product.

3.1.5. Product access and security

Access to the Product will be controlled through user logins and the use of the Product's security module.

3.2. System functions

3.2.1. Compatibility and inter-operability

Interfaces of data to and from third party systems will be achieved through the provision of standard or bespoke interfaces to be developed by IBSS in accordance with the interface specification.

In all instances, an assumption has been made that the Customer will present a file to IBSS in an agreed format which will then be used as the basis for the interface.

3.2.2. System management

3.2.2.1 Backup

Back up procedures will be automated using Azure backup services and managed by IBSS. Azure backup services solution will include daily incremental online backups and weekly offline backups. IBSS's approach will be to take transactional backups every hour and full data backups every 24 hours. Backups can be taken whilst users are using the system and whilst the system is offline without affecting the Product .

Backups will be taken offline in situations where a full copy of the system is required so that no changes are being made at the same time. Back-up copies of the application software and operating system software product will be taken along with daily and weekly back-ups of the Customer's database.

3.2.2.2 Data security/Integrity

Access to the system, both for enquiry and for update, will be strictly controlled. Each user will have a unique identifier which will restrict their access to all except their authorised enquiry/update requirements.

The system is ISO27001 accredited, and IBSS will make the outcome of any ISO27001 audit available to the Customer on request.

Microsoft Azure, where the service will be hosted, is committed to annual certification against ISO/IEC 27001/27002:2013. This certificate validates that Microsoft has implemented the internationally recognised information security controls defined in this standard, including guidelines and general principles for initiating, implementing, maintaining and improving information security management within an organisation.

Microsoft Azure services has incorporated the controls that embody ISO/IEC 27018 – an extension of the ISO 27001 standard with a code of practice governing the processing of personal information by cloud service providers. ISO 27018 provides controls that reflect considerations specifically for protecting personally identifiable information in public cloud services.

All passwords will be encrypted on the system.

3.2.2.3 Capacity & Performance Management

The system performance will be reviewed by IBSS's appointed service delivery manager. System support will be provided and co-ordinated via IBSS's Customer services desk.

3.2.3. Data

3.2.3.1 Subject to any statutory requirement, IBSS shall keep secure and maintain for the Hosting Period of the Agreement, the current year and six (6) preceding years' data

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history and full and accurate records of all matters relating to the Agreement . The current year and two preceding years will be retained in live tables with the remainder being transferred to archive tables within the application software. IBSS will then make sure that these automated processes are running correctly on a daily/weekly/monthly basis.

3.2.3.2 The Customer may choose to keep data for longer periods than detailed above, subject to agreement on additional Hosting Fees payable.

3.2.3.3 Customer shall agree to the retention or purging of such historic data (and the associated terms) within two (2) service reviews from the Agreement Effective Date.

3.2.4. System security and access

All systems will provide a full audit trail of all transactions and all updates to master data including, for each transaction/update:

- Date and time of processing
- User id
- Nature of change.

It will be possible to access audit data by standard reports or ad hoc enquiries.

3.2.5 Ability to construct user profiles / modify access rights:

Comprehensive user security facilities are included as part of the Product. The username ID is recorded against each transaction carried out.

3.2.6 Reporting

Crystal runtime and XQuery will be utilised for reporting.

3.2.7 Development

The Product is under continuous development with typically one main New Version per annum.

3.3 Storage Capacity of the Hosting Services

IBSS shall provide up to 1TB of storage within the Microsoft Azure platform. Should additional storage be required due to future need, then this may be purchased by the Customer, subject to change control.

4 Responsibilities in Provision of Hosting Services

4.1 Operations

Using the relevant processing technology and established operating procedures IBSS will manage the system and interface environment comprising:

- a) Contracted application and database
- b) Operations

- c) Hardware configuration
- d) Hardware maintenance
- e) Operating system software
- f) Media and file management, including file uploads for interfaces
- g) Physical and logical security
- h) Back-up and restore
- i) Start-up and shut down
- j) Environmental validation

4.2 Microsoft Azure

The Hosting Services will be provided from Microsoft Azure providing a secure cloud computing IaaS service, accessed via WWW.

IBSS will monitor the operating conditions to ensure that the contracted levels of availability, serviceability and usability are maintained for the duration of the Agreement.

IBSS will ensure that only authorised staff are granted access to any location or system required to provide the Hosting Services.

5 Target Availability of Hosting Services

5.1 Target Availability of the Hosting Services

IBSS shall aim to provide an actual availability percentage (as calculated in accordance with paragraph 5.2 below) will not fall below 99.5% within any period of measurement, being a four weekly period ("the Service Levels" or "SLA").

5.2 The measurement of target availability will be the responsibility of IBSS

Excluded from the measure will be problems found to exist with the Customer's provided network, firewalls and access devices.

IBSS will measure the availability of the Hosting Service to the point at which the Hosting Service is delivered from Microsoft Azure's network.

The measurement will operate as follows:

$$\frac{('Actual\ Hours' + 'Planned\ Downtime') \times 100}{'Accountable\ Hours'} = \text{Actual System Availability \%}$$

5.2.1 Definitions

- Actual Hours = The total amount of time, expressed in hours, that the Hosting Services are available measured over the Support Hours (SH).
- Planned Downtime = To maintain performance and security of the Hosting Services, IBSS performs planned maintenance within maintenance windows of 18:00 – 20:00 on Tuesdays and Thursdays and the 3rd weekend of every month. This may require specific services to be suspended during the

maintenance period. Loss of service availability due to planned maintenance will not be included in the calculation of service availability. For the avoidance of doubt any planned downtime shall be pre-agreed with the Customer.

- Accountable Hours = SH.

5.2.2 Target Hosting Service response times

Always assuming that there are variables according to problem type, IBSS targets the response times for handling calls as detailed below, based on the following categories:

The following impact codes ("Impact Codes") will be used by IBSS:

- a) Impact Code 1 - system down. Any fault which renders the system inoperative or prevents absolutely necessary business transactions.
- b) Impact Code 2 - system partially unavailable. Any fault which restricts the Authorised User from performing normal day to day business transactions.
- c) Impact Code 3 - system is inconvenient to use. Any other fault which causes the Authorised User inconvenience in performing day to day business transactions.
- d) Impact Code 4 - system has a cosmetic problem or call that can be classified as general assistance enquiries.

5.2.3 Target Hosting Service - Service Levels

After a problem has been reported in accordance with the procedures of this Schedule IBSS shall ensure that the following target response times will be provided for response and resolution. The Impact Code will be agreed at the time of logging the problem.

5.2.3.1 Impact Code 1

Target Response Time: 1 hour
Target Resolution Time: 1 working day

5.2.3.2 Impact Code 2

Target Response Time: 4 hours
Target Resolution Time: 2 working days

5.2.3.3 Impact Code 3

Target Response Time: 4 hours
Target Resolution time: 15 working days

5.2.3.4 Impact Code 4:

Target Response Time: 4 hours
Target Resolution time: 20 working days

Target Response Time means proof of IBSS's assessment of the problem, and definition of a proposed solution by IBSS.

Target Resolution Time means as an interim solution to a problem, supplied to enable continuation of the Customer's processing.

Resolution is dependent on investigation and problem definition. IBSS will make all reasonable commercial endeavours at all times to provide a temporary fix where appropriate. However, this is dependent upon the nature of the problem and the availability of any 'work around' solution.

5.3 Failure to achieve Service Levels

5.3.1 Corrective actions

If any Service Level set out in paragraph 5.2.3 above is not achieved or where, following a meeting designated to review the performance of the Services, both parties have agreed that there is a failure to achieve the Service Levels, IBSS will propose, and the Customer will agree an action plan and timetable such that the performance of the Services returns to the appropriate Service Level within an agreed timescale. The Customer will provide reasonable assistance to IBSS in the performance of such action plan as agreed at the time. Where additional hosted resources are required to resolve the performance issue (increased server sizing etc) these will incur an additional charge to the Customer.

Any actions agreed in accordance with these provisions shall be additional to actions taken in respect of the resolution of specific service desk calls involving faults, and to actions which, if expressly set out in this Schedule are part of IBSS's on-going responsibilities for management of the Hosting Services and Product support.

Failure to reach agreement on corrective actions to be taken, or any failure or delay by either party to carry out its agreed responsibilities for corrective action, will be subject to the escalation procedures below.

Escalation procedures will also be invoked within IBSS for non-application Product problems according to the following table. The first level of escalation for each Impact Code will be invoked in the event a problem has exceeded the resolution target in Section 5.2.3.

Impact Code	Escalation Point	Target Timetable
1	Level 1 Level 2 Level 3 Level 4	Within 15 mins After a further 2 working hours After a further 2 working hours After a further 4 working hours
2	Level 1 Level 2 Level 3 Level 4	Within 45 working mins After a further 6 working hours After a further 6 working hours After a further 1 working day

Impact Code	Escalation Point	Target Timetable
3	Level 1 Level 2 Level 3 Level 4	After 2 working days After a further 4 working days After a further 5 working days After a further 10 working days
4	Level 1 Level 2 Level 3 Level 4	After 9 working days After a further 10 working days After a further 12 working days After a further 20 working days

The escalation path for the resolution by the Customer of any issue arising under this procedure shall be from:

Level 1: Personnel in the Customer's support team; to

Level 2: The Customer's Service Manager; to

Level 3: The Customer's IT Director; to

Level 4: The Customer's Managing Director

The escalation path for the resolution by IBSS of any issue arising under this procedure shall be from:

Level 1: Personnel in IBSS's Service Team; to

Level 2: IBSS's Managed Service Delivery Manager; to

Level 3: IBSS's Head of Managed Services;

Level 4: IBSS's Service Director

6 NOT USED

7 Hardware Configuration

IBSS will deliver and manage the Hosting Services to include all components reasonably necessary to deliver the processing and capacity requirements specified to achieve the target system availability and performance targets as set out in this Schedule. IBSS will retain ownership of and responsibility for the appropriate Azure subscription and configuration management for the purposes of this Schedule.

8 Operating System (OS) Maintenance

OS patching will be implemented on a monthly basis in line with original equipment manufacturer ("OEM") releases. Critical patches may be applied more frequently on a risk basis. The Azure patching service will be used to manage and control the patching of the operating systems to maintain at the latest release levels which IBSS supports.

9 Media and file management

The Hosting Services will include the provision of secure and fully managed back-up and media storage facility in Microsoft Azure. Media will be encrypted tracked and maintained in accordance with defined standard operating procedures adopted by Azure backup and IBSS.

10 Back-up and Restore

IBSS will ensure that the host computer systems are backed up and that all reasonably necessary and appropriate housekeeping tasks will be undertaken at specified scheduled times. IBSS will report to the Customer when backups and restores will impact on the target availability outside of the Support Hours set out in paragraph 2 above. This includes the Product.

Records of all housekeeping procedures undertaken will be kept. Backups will be verified from time to time, per a schedule agreed with the Customer.

Azure backup services will be used for the solution including daily incremental online backups and weekly offline backups. IBSS's approach will be to take transactional backups every hour and full data backups every 24 hours. Backups can be taken whilst users are using the system and whilst the system is offline without affecting the application.

Backups can be taken offline in situations where a full copy of the system is required so that no changes are being made at the same time. Back-up copies of the application software and operating system software product will be taken along with daily and weekly back-ups of the Customer's database.

11 Operations Cover

IBSS will provide attended operations cover during the Support Hours. The Hosting Service configuration will be available over and above the Support Hours, but on an unmanned basis. IBSS will report to the Customer when Planned Downtime will impact on availability outside of the Support Hours.

12 Operations Management

IBSS will be responsible for delivering the Hosting Services in accordance with the agreed Service Levels.

IBSS will be responsible for maintenance of the Microsoft Azure virtual configuration and the operating system software and will ensure that sub-contracted services are delivered by the appropriate third parties to ensure the target performance targets defined.

13 Start-Up and Shut Down

Controlled system start-up and shut down operations, with documented procedures, will be undertaken when appropriate and in agreement with the Customer.

IBSS will be responsible for liaison with the Customer's nominated representative to agree Planned Downtime.

14 Security and Access Management

All data relating to the Agreement which is processed within the Services of whatever type are deemed to be the property of the Customer, and as such is safeguarded on behalf of the Customer. In accordance with the provisions of the Data Protection Legislation, only the Customer can authorise that the details be divulged to third parties, or the contents of the files be changed or deleted.

No printed, magnetic tape or disk data will be retained by IBSS. All data will be retained only to be accessed by use of the appropriate cloud service programs. Use of such programs is strictly limited to staff determined necessary for the running of that job.

IBSS will provide facilities to the Customer to control access to the Services to Authorised Users. This will be provided by means of the facilities within the application system. It is the Customer's responsibility to use these facilities to provide the appropriate access to Authorised Users.

The procedures followed for access and security by IBSS will be the latest procedures documented and recorded in IBSS's Quality Management System.

15 Monitoring / Reporting

The Customer is responsible for carrying out checks as it consider necessary (e.g. checking of batch totals, items in suspense accounts etc.) to be satisfied as to the accuracy and completeness of data input and batch processing performed.

Monitoring of the Hosting Service will be achieved from information recorded by IBSS's Service Delivery Team and presented to the Customer as part of quarterly service review meetings.

16 Alternate and Back-Up Services

IBSS is responsible for ensuring adequate security copies are kept of all system and Customer software and files in case of disaster recovery.

Microsoft Azure uses storage replication to ensure high availability and durability in case of a disaster. Azure's site recovery service is used. Storage replication holds copies of data within the Product and are replicated to another data centre in a secondary region. If any hardware corruption, network or power outage or natural disaster happens within the primary region all data will be readily available in the secondary region.

The procedures that IBSS will follow for alternate backup and restore to meet its obligations under this paragraph are the latest procedures documented and recorded in IBSS's Quality Management System.

Disaster Recovery procedures will be delivered in accordance with the requirements set out in the Schedule and in any event reviewed by IBSS annually. Part of the review will be a rehearsal invocation test, to emulate as closely as possible the conditions faced in a disaster.

This test would involve IBSS re-building the system on an alternative region to an agreed test plan. The Customer can request to witness this test through IBSS service delivery manager. Test results would be signed off by both parties as a success or failure.

IBSS will aim to provide continuity of service within 12 hours of invoking the disaster recovery service.

17 Contact and Service Reviews

17.2 Managed Service Support Desk

IBSS will provide a permanently manned help desk during the Support Hours. IBSS operates a computerized call logging system for all technical queries.

All phone calls received by IBSS shall be entered on the Customer Services system by IBSS and a sequential log reference number assigned.

The Customer will be allocated an agreed number of users who can access the call logging system.

17.3 Service Reviews

The Customer will be responsible for co-ordinating such meetings which will be held between the parties. Service reviews will be held quarterly between the Customer and IBSS nominated personnel.

Service review meetings will supplement the normal day-to-day contact between the parties. The objectives of the meetings will include, but not be limited to the following:

- Capacity management – covering any volume or functionality additions (which may have an impact on the Hosting Fees)
- Notification of key Customer/IBSS project activity
- Service improvement activities
- To enable the Customer to review the quality of the Services received
- To enable IBSS to demonstrate the target level of service
- Ensure the smooth running of the service in accordance with the requirements set out in the SLA;
- To enable system incidents to be discussed
- To review the status of logs raised with IBSS support desk and for IBSS to provide updates on any overdue matters
- To monitor the service performance against the Service Levels and KPIs
- To review tasks agreed at previous review meetings
- Ensure that a good working relationship is maintained between the parties
- To consider plans for changes, upgrades or revisions in the Customer's requirements and the reflection of such changes in the Services provided.

A strategic review will be scheduled (annually) held between the Level 3 representatives and any other party as deemed appropriate of the parties. Where this report or the subsequent actions are not to the satisfaction of either party, then the agreed escalation procedures will be followed.

18 Product updating

18.1 Hosting Service Maintenance & Upgrades

To maintain performance and security of the Hosting Services, IBSS typically performs planned maintenance within maintenance windows of 19:00 – 20:00 on Tuesdays and Thursdays and the 3rd weekend of every month. This may require specific services to be suspended during the maintenance period. If maintenance is required prior to 19:00 the Customer will be notified. For the avoidance of doubt, any planned downtime shall be pre-agreed with the Customer.

IBSS will notify the Customer in advance of any planned maintenance, providing one week's notice for an evening window and one month's notice for a weekend window.

Occasions may arise when maintenance is required during the Support Hours. For unplanned emergency maintenance, IBSS will endeavour, but cannot guarantee, to use a standard maintenance window, but where required the notice period may be considerably less.

19 Premises

19.1 Sites and IBSS Premises

Facilities and services will be located at and provided from the following premises by IBSS:

19.2 IBSS

Devonshire Business Centre, Works Road, Letchworth, SG6 1GJ

Remote

20 Sub Suppliers

Approved Sub-Suppliers

- Microsoft
- SAP Business Objects

21 Customer Responsibilities

- 21.1 The Customer will register all calls for assistance with IBSS's call logging system, and where required IBSS will provide documentation and data to assist in fault analysis and resolution.
- 21.2 To record all software and data errors as they occur and report them to IBSS.
- 21.3 To restrict access to the Hosting Service to appropriate staff and to maintain the integrity of the System.
- 21.4 To ensure that requested information needed to resolve problems is passed to IBSS within a reasonable timescale of being requested. If an undue delay occurs, IBSS will be entitled to measure its response from the time of receipt of the requested information.
- 21.5 All devices and software at the Customer's locations other than those owned by IBSS will remain the responsibility of the Customer, for maintenance and support purposes.

- 21.6 The Customer is responsible for the local hardware (PC's, Printers, etc.), the local Networking.
- 21.7 To ensure that all documents used by the Customer in connection with this Agreement are legible and fit for their intended purpose.
- 21.8 The Customer will be responsible for printing from its locations. Any hardware specific software required to enable printing through devices on the Customer's network will be provided by the Customer along with valid licences including maintenance provision.
- 21.9 The Customer shall identify an escalation procedure within its organisation, and inform IBSS accordingly, including alterations to the procedure. This information will be used to aid communication between the Customer and IBSS.
- 21.10 The Customer shall ensure that for out of hours support services appropriate levels of approval are identified and available for issues of a contractual nature.
- 21.11 The Customer is responsible for identifying a System Manager, usually the Project Manager or their nominated deputy, whose duties will include intercepting all queries from users relating to the operation and functionality of the facilities within reason, ensure that only faults which are for action by IBSS are reported.
- 21.12 The Customer will be responsible for ensuring that all communications to IBSS are only reported by the System Manager and/or nominated deputies who have the appropriate level of fault reporting and diagnosis competence.
- 21.13 The Customer shall provide all reasonable assistance to IBSS in securing and procuring the full and timely co-operation of any other third parties which IBSS reasonably requires to be involved in connection with the implementation of the Hosted Service.
- 21.14 The Customer to provide within a reasonable timescale responses to all reasonable requests for information and to sign off all agreed Change Control notes / requests expeditiously.
- 21.15 Password and terminal access permission control is the Customer responsibility at all times.
- 21.16 The Customer will be responsible for provision of access to a suitable e-mail relay service to support deployment of certain functionality available in the software.
- 21.17 The standard Service is for delivery across the Customer's network except for the supplier portal module and Integra Mobile. All penetration testing requirements are the responsibility of the Customer.

Integra Technical Requirements

The hardware requirement to run Integra is dependent on the supported version of the browser that is to be used to access Integra. At the time of creating this document, the following browser versions are supported:

- Chrome version 66 and above
- Mozilla Firefox 60.0 and above
- Apple Safari 11 (macOS / iOS only)
- Microsoft Edge

All versions (except for Safari) are tested and supported on Microsoft Operating Systems. Safari is only supported on macOS or iOS. Our recommendation is that users keep browsers up-to-date for security reasons and IBSS will ensure that Integra is supported by the latest stable versions of the above browsers.

The minimum supported version of the Microsoft Operating System is currently Windows 7 but will normally be one that is still supported by Microsoft or by the browser provider.

As new versions of Windows are released, we aim to have full certification within 6 months of release. All other Operating System types (e.g. Linux) are not tested against or supported, although the solution may work on them.

Compatibility for other operating systems will be treated on a case-by-case basis.

inSTREAM Service Description

This Annex describes the software, products and services that are relevant to the Service.

The Service provided is based on Document volumes as set out in Part B: Product and Fees Information above.

Celaton will implement inSTREAM Integra Global AP in Celaton's UK hosted environment. It will be available to the Customer from the Service Live Date.

inSTREAM Integra Global AP includes:

- Extraction of fields from Documents using Key Data Extraction (KDE)
- Line-item information will be extracted only from multi-tax documents to provide a tax and PO number summary.
- The option to extract data from emails in support of KDE
- The capability to onboard Documents:
 - Via SFTP, or email attachments
 - 1 attachment is 1 invoice
- The capability to import / lookup the following Customer Lists (data sources):
 - 'Bill to' data for the Customer
 - Supplier data for the trust (linked to 'bill to' by company code)
 - PO data containing both Supplier and 'bill to' codes
 - Buyer tax codes containing both Supplier and 'bill to' codes
- A pre-defined list of metadata
- Access to header fields chosen from the standard list which can be marked as optional or mandatory
- A single set of indexing queues (Standard Indexing & Supervisor)
- inSTREAM standard validation
 - Duplicate check using extracted values
 - Duplicate check using file Hash check
 - Date checking and cleaning to a standard format
 - Data type checking (string / number / date)
 - Data length checking
- PO extraction.
 - Invoices may (at the Customer's option) be automatically terminated if you have a No PO-No Pay policy for non PO exempt Suppliers who do not quote a valid PO number.
- Supplier validation / detection

- Entity validation / detection
- Currency validation / detection
- The option to offboard / export documents to a single destination, in this instance Integra accounting system:
 - As a data file (CSV / TXT / XML)
 - With the option to include an image file (PDF / TIF)
- The option to import external reference data as CSV, Excel, XML format (Suppliers, PO details)
- Standard AP reports inc. Documents processed in inSTREAM, Documents received into queues, Documents awaiting teaching, Documents indexed and Documents completed
- The inSTREAM search and DAM (Digital Asset Management) page (archive search)
- inSTREAM operators will provide human-in-the-loop support to teach inSTREAM. They will be using the inSTREAM indexing client software that enables documents & extracted data to be inspected.

Celaton Service Provision

As part of the implementation professional services fee, Celaton will provide the following in order to provision inSTREAM as a service:

- Working with the Customer's team to establish the customer-specific requirements for the inSTREAM configuration and recording these in the BRD
- Commissioning inSTREAM Integra Global AP
- Configuring inSTREAM to the requirements of the BRD
- Project management
- Briefings and training the Celaton human-in-the-loop team so that they can teach inSTREAM
- ½ a day end-user training session for exceptions and reporting
- Supporting the Customer's team through User Acceptance Testing (UAT)
- Supporting the Customer's team through the transition to live running via the 'hypercare' phase (priority support access) as agreed between the parties
- Provide access and orientation to the inSTREAM web portal to access the Document processing dashboard.

Managed Human-in-the-Loop Service

- Ongoing human-in-the-loop managed service
- From the Service Live Date, until the end of the Usage Period, inSTREAM will process all Supplier onboarded Documents as described by the approved BRD, at which point all invoices and credit notes requiring human intervention will be managed by Celaton's operators.

- All invoices and credit notes requiring human intervention to effect data extraction and system teaching will be managed by Celaton's inSTREAM operators throughout the Usage Period.
- The inSTREAM team will onboard new Supplier invoices and credit notes for inSTREAM learning.
- Business queries will be passed by inSTREAM to the Customer's staff, via email.
- Customer will respond via email with resolution, either to resolve the query or to request termination of the document.
- inSTREAM staff will act upon the resolution.
- Managed Service KPI Reporting

Human-in-the-Loop Service Level Agreement

At the estimated volume of up to the number of Documents per month specified in Part B: Product and Fees Information above, it is anticipated that Documents will be offboarded to the Customer's Integra system within 16 Business Hours UK time and 24 Hours elapsed from onboarding excepting weekends and public holidays. The Customer will respond to queries and exceptions raised by the Celaton managed service team within one (1) business day. Time elapsed whilst waiting for the Customer to respond to queries or exceptions is excluded from the incident response time, target fix time and formal resolution time.

Technical and customer support

Front line support will be handled by IBSS. Celaton will provide technical support and service management via IBSS to Celaton's helpdesk during the Usage Period.

Customers responsibilities

The Partner will provide Celaton on behalf of their End Customer:

- A file containing 'bill to' data
- A file(s) containing Supplier details as required by inSTREAM Integra Global AP for effective operation (linked to Bill To by Company Code)
- A file(s) containing PO data, Supplier and 'bill to' codes as required by inSTREAM Integra Global AP for effective operation
- A file containing buyer tax codes with Supplier and 'bill to' codes
- Any other necessary data files as required
- Customer will supply sample invoices for the purposes of testing and the initial teaching of inSTREAM as agreed.
- Provide access to the necessary staff to enable the work stream to be implemented
- Provide any feedback and information as required
- Allocate a suitable project lead who will work with the Celaton team to ensure successful provisioning and operation of inSTREAM Integra Global AP
- Allocate at least one IBSS contract / engagement manager who will act as the nominated contact point for the Celaton customer service team

Other Commercial Terms

Subscription Fee

- There is no carry-forward for unused Documents in a year. Any Documents above the number specified in Part A above in year is charged at price per Document in that band for the remainder of the year and the Fees for the following year will automatically uplift to the anticipated band. IBSS retains the right to review the Document charge band / budget for the year where volume exceeds anticipated monthly volume by 10% for three (3) continuous months. A new Document charge band will be agreed to ensure sufficient capacity for the remainder of the months outstanding in the current annual Subscription Services Period as defined in Part B above. Non-invoice documents (e.g. statements, emails etc.) will be automatically terminated.
- Fair usage assumes max three (3) pages per document. Excess pages within a Document, that is more than three (3) pages, are charged at 8p per page ("**Fair Usage Charge**"). The Fair Usage Charge is capped at 20% of the Equivalent Monthly Fee each month. The Fair Usage Charge is reported and invoiced monthly in arrears.
- The Subscription Services Fee includes inSTREAM processing costs, human-in-the-loop managed service, support and maintenance.

Storage

- All documents will be stored in secure AWS storage up to a maximum of 100 GB per month. We assume inSTREAM is not System Of Record, therefore documents and meta data will be stored for no more than 90 days (longer term storage option can be priced). Additional files stored will be charged subject to change control and additional fees.

Change Control & Additional Services

- In the event that the Customer wishes to procure additional Professional Services for additional configuration, consultancy or training in relation to this SOW, these will be charged at the relevant standard daily rate for professional services. Changes will be executed by means of a Change Control Note agreed by both parties.

Additional Options

The following additional options are subject to Change Control and will incur additional Charges as per the following examples:

PDF Splitting

- One PDF will consist of one AP Document. Should multiple AP Documents be included in a PDF, the process of splitting will be agreed between the parties in advance. Any requirement to manually split PDFs will incur an additional charge to be agreed.

Auto-termination

- An invoice received by inSTREAM for Pharmacy and Charity can be automatically terminated. Prices can be provided upon request.

Single Sign On (SSO)

- SSO is available, but not included as standard. Prices can be provided upon request.

E-Invoicing

- Receiving invoices via E-invoicing platforms e.g. PEPPOL is available, but not included. Prices can be provided upon request.

inSTREAM Service Level Agreement

Service Levels

Availability

Celaton shall endeavour that the Services are available (as defined by ITILv3) for a minimum of 99.5% of the aggregate number of hours in each calendar month of the term of the Agreement. If there is an interruption of the delivery of Services excluding scheduled maintenance ("Service Failure"), Celaton shall notify Customer as soon as reasonably practicable of the Service Failure.

Service incident problem and change management

The Customer has the right to escalate calls of particular urgency; escalation procedures exist to ensure that all required resources are assigned to a critical priority 1 problem.

The Service Level Agreement (SLA) provides acknowledgement and targeted resolution of issues within the agreed service level. In parallel to working on permanently fixing issues, Celaton will make practical workarounds available to Customer for Priority 1 and Priority 2 issues. The below table defines the standard response time and target fix time.

Priority	Response Time	Incident Description	Target Fix Time	Formal Resolution Time
1 - Critical	1 hour	Critical business impact – for example entire system is unavailable e.g. inSTREAM unresponsive	1 day	2 days
2 - High	4 hours	Major business impact – for example an important component of the system is unavailable	2 days	5 days
3 - Medium	4 hours	Medium business impact – for example a component of the system is subject to fault but a workaround exists	10 days	Next or future maintenance release
4 - Low	8 hours	Minor business impact including: functionality problems of a cosmetic nature; or request for advice or guidance.	As agreed	Future maintenance release

Technical Support and Service Management

Technical support is provided through a Service Desk arrangement that provides 2nd and 3rd line support for Customer. First line support, being support for non-technical and basic operational queries, is provided by Customer and Customers 1st line support staff are authorised to log calls with Celaton.

Service management is provided through the same Service Desk arrangement that provides technical support but is also available out of hours for critical service issues in the data centres.

Configuration of all parts of the system is performed within the Celaton data centre. Client software used by operators once installed only need to be updated for functionality that has required development. In the vast majority of situations this can be avoided, and the flexible configuration of inSTREAM used to deliver new functionality via settings in the data centre. The same is true of the inSTREAM Client Bridge Service. Once installed it is possible to configure it via settings it dynamically accesses from the data centre. For initial setup of the client-side components Celaton can assist where necessary either on site or via some kind of remote desktop access.

The primary means of logging all calls, incidents and queries is via the Service Desk using the following e-mail address: instream.support@adv-t-group.com. The secondary means of contact to the Service Desk is via the following telephone number: 0844 2458000.

The availability of technical support is on Business Days between the hours of 0900hrs - 1730hrs (UK time). In addition, Service management is available 24 hours a day, 7 days per week.

Technical support is available for:

- inSTREAM Client Software. Software issues including connectivity to inSTREAM servers.

Service management is available for:

- Service availability
- Service performance

Maintenance and Additional Functionality

Additional functionality, beyond the scope of this Service Level Agreement is available and includes:

- Extraction of additional key data
- Verification of key data with other data sources
- Integration with additional line of business systems
- Customised reports

Escalation

Should there be a need to escalate a call it can be done by following this escalation path.

Escalation Level	Escalation Point	Contact Details
Level 1	Celaton Customer Service	Email: instream.support@advt-group.com Phone: +44 (0)7823 422 254
Level 2	Account Manager Olivia O'Connor	Email: olivia.oconnor@advt-group.com Phone: +44 (0)7342 718662
Level 3	Customer Engagement Manager Lesley Fitch	Email: lesley.fitch@advt-group.com Phone: +44 (0)7733 371601
Level 4	Chief Operating Officer Karen Chandler	Email: karen.chandler@advt-group.com Phone : +44 (0)7771 860570

Service Constraints

Maintenance Windows

A maintenance window is defined to perform acceptable scheduled server downtime. This is defaulted to three hours per week scheduled between 22:00 and 02:00 on a Sunday and permits in-band security updating and general opportunistic maintenance. Where possible, customers will always be informed in advance of any system downtime.

Scheduled Product Updates

Upgrades are applied quarterly to the inSTREAM core system, within the maintenance windows defined above. Customers will be informed in advance, with at least two weeks' notice, of any updates that may have an impact on availability of Service and Celaton will work with Customer to minimise any potential impact.

Information to be provided when logging a support ticket

Ahead of logging a ticket, it would be beneficial if as much of the following information can be acquired to give to the Celaton support team to assist with the resolution:

- Business Impact:
- Impacted # of Users:
- Time first experienced (if applicable):
- Environment Impacted: (e.g. Test, Live etc.)
- Current Client Version:
- Replication Steps:
- Result of Replication Steps:
- Has the user Relogged:
- Has the user restarted machine:
- Username & Email Address:
- Screenshots and/or Video recording of issue attached: yes/no (if no, can one or both of these be supplied?)
- Client & Upload Log files attached: yes/no (if no, can one or both of these be supplied?)