

Terms and Conditions - G-Cloud 15

Attekus Bookable

Supplier Terms

- Commercial in Confidence



Attekus Bookable

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1. Supplier Terms (Terms and Conditions – G-Cloud 15 – Attekus Bookable)

- (a) These Supplier Terms are incorporated into and form an integral part of the Call-Off Contract entered into by the Buyer and the Supplier.
- (b) The Supplier will provide the SaaS, Services and Deliverables to the Buyer under the Call-Off Contract and relevant Order Form in accordance with and subject to these Supplier Terms and the following annexures and documents forming part of the Supplier Terms:
- These Supplier Terms
 - Annexure A – SaaS (Products and Modules forming part of the SaaS)
 - Annexure B – Onboarding Services for the SaaS
 - Annexure C – Support Services (including the Supplier's Service Level Agreement)
 - Annexure D – Specifications for the SaaS and Onboarding Services
 - Annexure E – Implementation Methodology for Onboarding Services
 - Annexure F – Data Processing Agreement
 - Annexure G – Optional Project Services (if applicable)
 - Annexure H – Optional Application Managed Services (AMS)(if applicable)
 - Annexure I – Shared Responsibility Model
 - Supplier Acceptable Use Policy (as set out and defined in clause 4(d) below)
 - Any subsequent Orders agreed to by the parties from time to time; and
 - Any other documents attached to or specifically incorporated into the Supplier Terms other than as set out above, including any Policies incorporated by reference in these Supplier Terms.
- In the event of any inconsistency or conflict between the above listed documents constituting the Supplier Terms, the documents ranked higher in the list will take precedence to the extent of the inconsistency.
- (c) For the avoidance of doubt, the Supplier and Buyer agree that:
- The **'Supplier Standard Terms'** (as defined in the Framework Contract) constitute: the Supplier Acceptable Use Policy, Annexure F – Data Processing Agreement, and Annexure I – Supplier Specific Shared Responsibility Model;
 - The **'Supplier Service Specific Terms'** (as defined in the Framework Contract) constitute: the Supplier's Support Services and Service Level Agreement set out in Annexure C – Support Services; and the specific **'Supplier Licence Terms'** (as defined in the Framework Contract) for the SaaS and provision of Services comprise of: clauses 2, 3, 4 and 5 in these Supplier Terms below, Annexure A – SaaS (Products and Modules forming part of the SaaS), Annexure B – Onboarding Services for the SaaS, Annexure D – Specifications for the SaaS and Onboarding Services, and Annexure E – Implementation Methodology for Onboarding Services, and as otherwise mutually agreed in each respective Order Form.

2. Attekus Bookable SaaS and Services

2.1 Attekus Bookable SaaS and Services

Subject to the Buyer paying the Charges, Supplier agrees to:

- (a) provide the SaaS to the Buyer for the agreed Call-Off Contract Period; and
- (b) the provision of the Services and Deliverables, as detailed in the Order Form, and in accordance with these Supplier Terms and the Call-Off Contract.

2.2 Additional SaaS and Services

The Buyer may increase the scope of the SaaS or purchase additional Products, Modules or Services from time to time by agreeing to a subsequent Order, under the Call-Off Contract, with the Supplier in accordance with this clause 2.

2.3 Subsequent Orders

The Buyer may purchase:

- (a) additional Products or optional Modules forming part of the Products;
- (b) an increase in the scope of the Use Restrictions;
- (c) additional optional Project Services on a time and materials basis; or
- (d) AMS;

by agreeing to a subsequent Order with the Supplier, from time to time during the Call-Off Contract Period. Upon the signing of the Order by both parties it will become a valid and binding Order, under the Call-Off Contract, for the provision of Services under the Supplier Terms.

3. Services

3.1 Initial Onboarding Services

- (a) For the initial implementation of the SaaS the Supplier agrees to provide the Onboarding Services as specified in Annexure B and the Specifications.
- (b) The parties may also agree to subsequent Orders for additional Project Services as set out in clause 2.2 above.
- (c) Unless otherwise specified, the Charges for:
- (i) Onboarding Services are fixed and as specified in the Order Form; and
 - (ii) Project Services are calculated on a time and materials basis, payable monthly in arrears, and any total figures given are estimates only.
- (d) The Buyer agrees to cooperate with Supplier and provide Supplier with information and assistance reasonably necessary to enable Supplier to provide the Services, including promptly reviewing documents provided by Supplier, responding to requests for information, and making adequate and appropriately qualified personnel available to perform its responsibilities.
- (e) The Charges for the Services are based upon the following assumptions and exclusions which will apply to the provision of the Services:
- (i) If the Buyer wishes to postpone or cancel any specific pre-scheduled Services, the Buyer must provide Supplier with at least 10 Business Days' notice prior to the scheduled start date for such Services, failing which Supplier will charge the Buyer for any resulting loss to Supplier (at the applicable daily rates which would have been payable for those Services), provided that Supplier will use reasonable commercial endeavours to mitigate any such loss.
 - (ii) The Services will be provided remotely, unless otherwise agreed in writing. Where Services are provided by a combination of onsite and offsite/remote work, Supplier will liaise with the Buyer to ensure all onsite and offsite work is agreed in advance.
 - (iii) All changes to the Onboarding Services or any applicable Project Services are to be managed by the project managers or primary consultant of Supplier and the Buyer, via an agreed change control procedure where all changes are negotiated and mutually agreed in a written change request under the Call-Off Contract ("Change Request").

- (iv) The Project Services and any subsequent consulting services are calculated and charged on a daily basis, and all Services will be performed on Business Days, unless otherwise agreed in writing with the Buyer.
- (v) Any out of hours consulting activity outside of a Business Day or any consulting activity of more than 8 hours duration on any day, that is requested by the Buyer, will incur a surcharge of 100% of the standard daily rate (in addition to the daily rate) pro-rated on a per hour basis. For any 'on-call' or 'standby' Project Services requested by the Buyer, the Charges will be determined based upon the requirements for the Services, unless otherwise agreed in writing with the Buyer.
- (vi) The Services do not include integration with any 3rd party system not already specified in the Order Form or relevant Order.

3.2 Application Managed Services (AMS)

The AMS will, if applicable, be specified in Annexure H and will be provided by the Supplier for the duration of the AMS Call-Off Contract Period. The parties may also agree to subsequent Orders for additional AMS as set out in clause 2.2 above.

3.3 Project Services

The Project Services will, if applicable, be specified in Annexure G. The parties may also agree to subsequent Orders for Project Services as set out in clause 2.2 above, and any variations will be mutually agreed by entering into a Change Request for the Project Services.

3.4 Travel and Expenses

In addition to the Charges, the Buyer agrees to pay any travel and other out-of-pocket expenses incurred by Supplier as follows:

- (a) Provided that the relevant travel is agreed in advance with the Buyer, Supplier will invoice Buyer for all reasonable travel expenses incurred in carrying out the Services (including, without limitation, airfares, accommodation, mileage, daily allowances and parking);
- (b) Supplier will make all travel arrangements unless otherwise agreed in writing; and
- (c) the Buyer agrees to pay Charges for time spent travelling to and from the Buyer's premises where this exceeds 60 minutes each way.

4. Licence for the SaaS

- (a) Subject to the Buyer's compliance with the Use Restrictions and payment of SaaS Charges, Supplier grants the Buyer a non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS and Documentation for the Buyer's internal business purposes during the Call-Off Contract Period.
- (b) The SaaS will be made available in accordance with the SaaS Service Levels from the date it goes live in a production environment.
- (c) Supplier agrees to ensure that, except to the extent required to supply Support Services, Buyer Data will be stored in the United Kingdom, and as otherwise set out in detail in Annexure F – Data Processing Agreement.
- (d) The Buyer must:
 - (i) perform its responsibilities under the Order Form and any subsequent Order;
 - (ii) use the SaaS only as permitted by the Call-Off Contract;
 - (iii) ensure only Permitted Users access and use the SaaS, and that Permitted Users comply with these terms in their access and use of the SaaS;
 - (iv) not copy, decompile, modify or reverse engineer the SaaS;
 - (v) not engage in Prohibited Conduct or in breach of any applicable law;
 - (vi) not resupply, sell or rent the use of, or results of the use of, the SaaS, to anyone outside its organisation unless they are Permitted Users; and together with the 'Fair Use' obligations set out in section 11 of the Specifications, will collectively comprise the Supplier's Acceptable Use Policy ("Supplier's Acceptable Use Policy").
- (e) The Buyer agrees that the Supplier may suspend or reduce access to the SaaS on written notice to the Buyer if the Buyer does not comply with clause 4(d), and in the case of a non-compliance with clause 4(d)(i), clause 4(d)(ii) or clause 4(d)(iii) which can be remedied, if the Buyer fails to remedy that non-compliance within 30 days of receiving notice from Supplier requiring it to do so.
- (f) The Buyer is responsible for obtaining and maintaining the hardware, software, telecommunications, systems and internet access reasonably necessary to receive and use the SaaS. The Buyer acknowledges and agrees that it may not be able to access the SaaS and the SaaS may not function as intended if it does not comply with this clause 4.

5. Support Services and Updates/New Releases

- (a) As part of the SaaS Charges, Supplier will provide the Support Services to support the SaaS for the Call-Off Contract Period.
- (b) Supplier may:
 - (i) make changes to the SaaS from time to time, including by making updates and centrally installing new releases, that do not materially reduce the functionality of the SaaS; and
 - (ii) offer new functionality or updates that are not part of the standard SaaS or Products (as detailed in Annexure A or amended in subsequent Orders) for an additional charge.

6. Warranties

- (a) Supplier warrants that:
 - (i) the SaaS will function materially in accordance with the Specifications during the Call-Off Contract Period from the date it goes live in a production environment;
 - (ii) the Services are performed by appropriately qualified and trained personnel; and
 - (iii) the Services will be performed with due care and diligence.
- (b) Subject to the above warranty, Supplier makes no representation and gives no warranty that the SaaS will be free from errors and defects, meet any specific requirement or be fit for any purpose not set out in the Specifications.

7. Charges and Invoicing

- (a) The Buyer must pay the Charges and expenses to Supplier in accordance with this clause.
- (b) All Charges, prices and expenses in the Call-Off Contract or in any Order are exclusive of all taxes, duties, charges or such other additional sums including, without limitation, value added tax (VAT), withholding tax, excise tax, import and other duties, whether levied in respect of the Call-Off Contract, the Services, access to or use of the Services or otherwise, imposed by the authorities of any country, and also the country or countries where the Services originate or installed, located, delivered or accessed. All Fees must be paid without deducting any present or future taxes, withholdings or other charges except those deductions the party paying the invoice is legally required to make. Where the Buyer is legally required to make any such deductions, it will pay the Supplier such amounts as are necessary to make the net amounts remaining after such deductions equal to the stated amount due under the Call-Off Contract.

- (c) Supplier will invoice the Buyer from time to time for the Charges, and any applicable the expenses incurred by the Supplier (as specified in clause 3.4 above).
- (d) Subject to clause 7(e), the Buyer must pay an invoice issued under clause 7(c) within **30 days** after the date of issue of the invoice.
- (e) If there is a dispute about whether any Charges are payable, the Buyer may withhold the disputed amount, but must promptly (within 15 days of the relevant invoice date of issue) raise the disputed amount with Supplier in accordance with clause 15 and pay all undisputed amounts.
- (f) If the Buyer fails to pay any amount payable under this Call-Off Contract (except any Charges which are the subject of a genuine dispute under clause 7(e) above), Supplier may:
 - (i) charge Interest on that amount; and
 - (ii) suspend the provision of the Services provided the relevant amount is more than **60 days** overdue and Supplier has provided 7 days' prior written notice of the suspension.

8. Call-Off Contract Period and Termination

8.1 Call-Off Contract Period

The Call-Off Contract commences on the Commencement Date and continues for the Call-Off Initial Period and each Call-Off Optional Extension Period unless terminated earlier in accordance with this clause 8.

8.2 Termination at end of Call-Off Initial Period or Call-Off Optional Extension Period

Each party may terminate this Call-Off Contract at the end of the Call-Off Initial Period or subsequent Call-Off Optional Extension Period, by giving at least 3 months' notice in writing to the other party prior to the end of the Call-Off Initial Period or Call-Off Optional Extension Period, in which case this Call-Off Contract will terminate on expiration of the Call-Off Initial Period or the then current Call-Off Optional Extension Period, as the case may be.

8.3 Termination for breach

A party may terminate this Call-Off Contract immediately on notice to the other party if the other party:

- (a) commits a material breach of this Call-Off Contract and, in the case of a material breach which can be remedied, fails to remedy that material breach within 30 days of receiving notice requiring it to do so; or
- (b) suffers an Insolvency Event.

8.4 Effect of termination or expiry

On termination or expiry of this Call-Off Contract:

- (a) the Buyer's right to use the SaaS ceases and the Buyer must immediately stop using the SaaS;
- (b) the Buyer may purchase Transition Out Services from the Supplier, at the Supplier's then current daily rate for such Transition Out Services, by mutually agreeing to an Order with the Supplier and paying all fees for such Transition Out Services in advance to the Supplier.
- (c) the Buyer will pay all Charges incurred or payable up to the effective date of the termination or expiry of this Call-Off Contract (subject to resolution of a genuine dispute under clause 7(e) above); and
- (d) except as required by law, each party must, at the direction of the other party, either return or destroy all Confidential Information of the other party (excluding Buyer Data which shall be made available for extraction in accordance with 8.4(b) in its care, custody or control).

9. Intellectual property

9.1 Supplier Material

The Buyer agrees that all Intellectual Property Rights:

- (a) in the SaaS, Products, Modules, Documentation, Deliverables, and Supplier Material, (including all modifications and derivations thereof); and
 - (b) otherwise created by or on behalf of Supplier in the course of performing the Services,
- are owned by Supplier or its licensors.

9.2 Buyer Material

- (a) Intellectual Property Rights in the Buyer Material remain the property of the Buyer.
- (b) The Buyer grants to Supplier a non-exclusive, global licence (including the right to sublicense), to use and exercise the Intellectual Property Rights in any Buyer Material to the extent required for Supplier to provide the Services to the Buyer during the Call-Off Contract Period.

9.3 Developed IP

- (a) All Intellectual Property Rights that are developed, created or come into existence in the course of or in connection with the SaaS, Documentation, Deliverables, Supplier Material and/or Services will vest in and be owned absolutely by Supplier on and from creation. The Buyer hereby assigns to Supplier all rights it has in such Intellectual Property Rights to give effect to this clause 9.4.

10. Confidential Information

- (a) Each party agrees to keep confidential, and not to use or disclose any Confidential Information of the other party, other than as permitted by this Call-Off Contract or with the prior written consent of the other party.
- (b) A party may disclose Confidential Information if required to do so by applicable law, or under compulsion of law by a court or government agency or by any regulator or by the rules of any relevant stock exchange, provided that the disclosing party:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
 - (ii) before disclosing any information, gives a reasonable amount of notice to the other party and takes all reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence.
- (c) Clause 10(a) does not apply to Confidential Information:
 - (i) that is in the public domain other than as a result of a breach of this Call-Off Contract or other obligation of confidence; or
 - (ii) that is already known by, or rightfully received, or independently developed, by the recipient of that Confidential Information free of any obligation of confidence.
- (d) Each party may use Confidential Information of the other party and disclose Confidential Information of the other party to its directors, agents, professional advisors, employees, contractors and permitted sub-contractors in each case solely for the exercise of rights or the performance of obligations under the Call-Off Contract and provided such information is disclosed subject to confidentiality obligations no less onerous than the Call-Off Contract. The recipient party will remain liable for any breach of these confidentiality obligations by any party it discloses to in accordance with this clause.

11. Privacy and Data Security

- (a) Each Party will comply with its respective obligations under the Data Protection Legislation.

- (b) To the extent the Supplier processes Personal Data on behalf of the Buyer under the Call-Off Contract, the Parties agree that such processing shall be governed by Annexure F – Data Processing Agreement.
- (c) Without limiting clause 11(a), the Supplier will implement appropriate technical and organisational measures to protect Buyer Personal Data against unauthorised or unlawful processing, and against accidental loss, destruction or damage.
- (d) The Supplier will notify and manage any actual or suspected personal data breach or security incident affecting Buyer Personal Data strictly in accordance with Annexure F – Data Processing Agreement, including in relation to notification, cooperation, mitigation, remediation and regulatory communications.
- (e) In the event of any inconsistency between these terms in clause 11 and Annexure F – Data Processing Agreement, the provisions of the Data Processing Agreement will prevail to the extent of the inconsistency in relation to Personal Data processing.
- (f) This clause 11 shall survive termination or expiry of this Agreement.

12. Limitation of liability

- (a) Subject to clause 12(c) and clause 12(d), the aggregate maximum liability of each party for any claim, action, demand, proceeding, loss, damage, cost, charge, expense or liability arising under or in connection with these Supplier Terms, the Call-Off Contract and any Order entered into between the Buyer and the Supplier (whether in contract, tort (including negligence) or statute) is limited to the Estimated Yearly Charges under the Call-Off Contract or as otherwise agreed in the Order Form.
- (b) Subject to clause 12(c), neither party is liable for any Consequential Loss arising out of or in connection with these Supplier Terms, the Call-Off Contract and any Order entered into between the Buyer and the Supplier.
- (c) Nothing in these Supplier Terms, the Call-Off Contract and any Order entered into between the Buyer and the Supplier operates to limit or exclude:
 - (i) liability that cannot by law be limited or excluded;
 - (ii) liability of a party for death or personal injury caused by its negligence;
 - (iii) liability of a party for bribery, fraud or fraudulent misrepresentation by it or its employees;
 - (iv) liability of a party under clause 13(Supplier Indemnity);
 - (v) liability of a party for breach of the other's Intellectual Property Rights;
 - (vi) liability for breach of clause 10 (Confidentiality); and
 - (vii) liability for any indemnity given under '**Call-Off Schedule 2 (Staff Transfer)**' (as defined and provided in the Framework Contract) of a Call-Off Contract.
- (d) Despite clause 12(a) and 12(c), and subject to clause 12(b), the Supplier's total aggregate liability under the Call-Off Contract in relation to the Supplier's material breach of its '*data protection and security obligations*' under clause 11 (Privacy and Data Security) and/or any applicable Data Protection Legislation, will be the lesser of: (i) any specific limit of liability cap agreed in the Order Form for any such material breach of clause 11 (Privacy and Data Security); or (ii) the Data Protection Liability Cap (as specified in the '**Framework Award Form**' (as defined in the Framework Contract)).

13. Supplier Indemnity

13.1 Supplier indemnity

Subject to the Buyer complying with clause 13.2, Supplier indemnifies the Buyer from any amount awarded in favour of the third party by the final judgment of a court of competent jurisdiction in a claim by a third party that the use of the SaaS by the Buyer in accordance with this Call-Off Contract infringes the Intellectual Property Rights of that party in the United Kingdom.

13.2 Conditions of indemnity

Buyer must:

- (a) promptly notify Supplier and provide Supplier with reasonable assistance and all information available to the Buyer;
- (b) permit the Supplier to conduct the defence or settle the claim;
- (c) take all reasonable steps to mitigate all loss or damage related to the claim; and
- (d) not make any statement or admission in relation to the claim.

14. Force majeure

Other than the Buyer's obligation to pay Charges, a party will not be:

- (a) in breach of this Call-Off Contract as a result of; or
- (b) liable for,

any failure or delay in the performance of that party's obligations under this Call-Off Contract to the extent that such failure or delay is caused by a Force Majeure Event.

15. Dispute Resolution

- (a) The parties agree that if a dispute arises out of or in connection with this Agreement ("**Dispute**"), the party raising the Dispute must notify the other party ("**Dispute Notice**").
- (b) A representative from each party will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.
- (c) If the parties do not resolve the Dispute by negotiation within 14 days, then a senior executive of each party will meet and attempt to resolve the Dispute within a further 30 days.
- (d) If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on, and absent agreement by a mediator appointed the president of the Law Society of England and Wales.
- (e) If a Dispute is not resolved under the process in clauses 15(a) to (d), the Dispute must be:
 - (i) submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules;
 - (ii) administered by the London Court of International Arbitration (LCIA); and
 - (iii) conducted by 1 arbitrator, in the English language in London, England.
- (f) An award made under clause 15(e) is final and binding on the parties and may be entered into by any court of competent jurisdiction. There shall be no right of appeal from a decision made under clause 15(e).
- (g) Nothing in this clause 15 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.

16. Applicable Law

- (a) This Call-Off Contract is governed and construed in accordance with the laws of England & Wales.
- (b) Subject to clause 15, each party irrevocably submits to the non-exclusive jurisdiction of the courts of England & Wales, and courts competent to hear appeals from those courts (exclusively for the purposes contemplated by clauses 15(f) and 15(g)).

17. Assignment and novation

Unless expressly agreed otherwise in an Order Form, a party must not assign or novate all or part of the party's rights and obligations under this Call-Off Contract without the prior written consent of the other party, which consent must not be unreasonably withheld or delayed.

18. Insurance

The Supplier must, at its own expense, take out and maintain from a reputable insurance company:

- (a) professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- (b) public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
- (c) employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

19. General

- (a) The Call-Off Contract does not create a relationship of employment, trust, agency or partnership between the parties.
- (b) Each provision of this Call-Off Contract will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (c) Any notice or approval required by or contemplated by this Call-Off Contract must be in writing and delivered, posted or emailed to the other party at the address or e-mail address (as applicable) provided for them in this Call-Off Contract, as updated from time to time by written notice to the other party.
- (d) Supplier may update the Specifications or its Policies from time to time. The Supplier will not change the Specifications or its Policies in a manner that materially reduces the scope of the SaaS or its obligations under this Call-Off Contract.
- (e) Other than to the extent set out in clause 19(d), any variation or amendment to this Call-Off Contract must be in writing and signed by the parties.
- (f) The Call-Off Contract represents the parties' entire Call-Off Contract, and supersedes all prior representations, communications, Call-Off Contracts, statements and understandings, whether oral or in writing, relating to its subject matter.
- (g) Termination of this Call-Off Contract will not affect clauses 8.4,9,10,11 and 12 or any provision of this Call-Off Contract which is expressly or by implication intended to come into force or continue on or after the termination.
- (h) A right under this Call-Off Contract may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.
- (i) Each party must comply with all applicable laws in the performance of their respective obligations and exercise of their rights under this Call-Off Contract, including meeting its own legal compliance requirements.
- (j) The Supplier must ensure that it does not have any Modern Slavery practices taking place in the supply chains of its business and must notify the Buyer as soon as practicable after becoming aware of any actual or suspected Modern Slavery in a supply chain which has a connection with the supply of the Services under this Call-Off Contract. Throughout the Call-Off Contract Period, Supplier agrees it will maintain and comply with its relevant Policies on Modern Slavery.
- (k) Subject to clause 19(l) below and without limiting the confidentiality obligations in clause 10, each party must not, and must ensure that its employees, officers or agents do not, make any public statement (including on social media) or disclose to the media any information regarding the other party, this Call-Off Contract or the SaaS or otherwise use the name, trademarks or logos of the other party without the prior written consent of the other party.
- (l) To the extent permitted by the Framework Contract, the Buyer agrees that Supplier may refer to the Buyer as its Buyer (using its name and logo) and provide a brief factual description of the SaaS supply under this Call-Off Contract and Buyer's name in a list of Buyer references; in proposals to third parties; in public announcements; and on its website.

20. Definitions and Interpretation

Definitions

In these Supplier Terms:

"AMS" means the application management services described in the Annexure H and any subsequent Order.

"AMS Service Request" means the AMS service requests as described in the Annexure H.

"AMS Call-Off Contract Period" means the term the parties have agreed the Supplier will provide the AMS as specified in the Order Form or any subsequent Order.

"Anniversary Date" means the anniversary of the Commencement Date.

"Bookable Space" means any distinct space, area or resource within a venue, location or facility (such as a building or open space) that can be individually selected or added to a booking or event, and consists of those specified in the Order Form. This includes, but is not limited to:

- (a) Any physical spaces such as rooms, offices, halls, theatres, libraries, museums, galleries, meeting areas or zones;
- (b) Any outdoor spaces such as sports fields, sporting courts, parks, marinas, equestrian centres, campsites, or defined open spaces, such as carparks;
- (c) Any services such as catering, cleaners, technicians or security; and
- (d) Any form of resources such as marquees, amenities, AV equipment or furniture.

"Business Day" means a normal working day, representing 8 hours, other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

"Buyer" means the party which is specified as the 'Buyer' in the Order Form and signed the Order Form creating the Call-Off Contract.

"Buyer Data" means any data input by the Buyer or its Permitted Users into the SaaS, including without limitation any Personal Data of the Buyer or any of its Permitted Users.

"Buyer Material" means the Buyer Data and any Material provided by or to which access is given by the Buyer to Supplier for the purposes of these Supplier Terms.

"Call-Off Contract" means the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form (mutually agreed and duly signed, by the Supplier and Buyer), these Supplier Terms, any subsequent Order, and any documents incorporated by reference into those documents, including the **CCS General Terms and Call-Off Schedules** listed in the Order Form.

"Call-Off Contract Period" means the term contemplated by clause 8.1.

"Call-Off Initial Period" means the initial period for the Call-Off Contract specified in the Order Form.

"Call-Off Optional Extension Period" means the rollover period specified in the Order Form or any other extension to the Call-Off Contract Period mutually agreed in writing between the parties.

"Call-Off Schedules" means the Call-Off schedules listed in the Order Form, and which by reference are incorporated into the respective Order.

"CCS" means the Minister for the Cabinet Office as represented by Crown Commercial Service, as defined in the Framework Contract.

"CCS General Terms" means the CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under the Framework Contract and Call-Off Contracts.

"Change Request" has the meaning as set out in Clause 3.1(e)(iii).

"Charges" means the fees and prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, agreed between Supplier and the Buyer, for the provision of the Services and Deliverables.

"Commencement Date" means the date specified as such in the Order Form.

"Confidential Information" of a party means the terms of this Call-Off Contract and any information:

- (a) relating to the business and affairs of that party;
- (b) relating to the Buyers, clients, employees, sub-contractors or other persons doing business with that party;
- (c) which is by its nature confidential;
- (d) which is designated as confidential by that party;
- (e) which the other party knows is confidential; or
- (f) which would reasonably be expected to be treated as confidential

and includes all trade secrets, knowhow, financial information, business dealings and other commercially valuable information of that party, and in the case of Supplier, includes Supplier Material and the Charges, and in the case of the Buyer, includes the Buyer Material.

"Consequential Loss" means: loss of revenue; loss of goodwill; loss of reputation; consequential loss; loss of profits; indirect loss; loss of bargain; special loss; loss of actual or anticipated savings; wasted expenditure and lost opportunities, including opportunities to enter into arrangements with third parties.

"Critical AMS Service Requests" means the critical AMS service requests as described in the Annexure H.

"Data Protection Legislation" means:

- (a) the assimilated EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679)(UK GDPR);
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy (DPA 2018); and
- (c) all applicable law about the processing of personal data and privacy.

"Deliverables" means all the Services, Products, Modules or other software that may be ordered under the Call-Off Contract including the Documentation.

"Documentation" means any training material (final version) in any form provided by Supplier to the Buyer in connection with the SaaS.

"Estimated Yearly Charges" for the purposes of calculating each party's annual liability under clause 12(a) above, means:

- (a) in the first annual period of the Call-Off Contract Period, the estimated annual Charges; or
- (b) in any subsequent annual periods during the Call-Off Contract Period, the Charges paid or payable in the previous annual period; or
- (c) after the end of the Call-Off Contract, the Charges paid or payable in the last annual period during the Call-Off Contract Period.

"Force Majeure Event" means any occurrence or omission outside a party's reasonable control including:

- (a) a physical natural disaster including fire, flood, lightning or earthquake;
- (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
- (c) epidemic, pandemic or quarantine restriction;
- (d) any act of terrorism or terrorism related event;
- (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
- (f) law taking effect after the date of this Call-Off Contract;
- (g) disruption or unavailability of the internet;
- (h) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors;
- (i) failure of a utility service provider to Supplier; and
- (j) a delay or other impact resulting from a Force Majeure Event affecting the other party.

"Framework Contract" means the framework contract established between CCS and the Supplier for the provision of the Deliverables to Buyers by the Supplier in respect of the G-Cloud 15 Framework established by CCS.

"Implementation Methodology" means the Supplier's implementation methodology as set out in Annexure E – Implementation Methodology for Onboarding Services, as updated by Supplier from time to time.

"Insolvency Event" means in the context of a person means: (a) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the *Insolvency Act 1986*), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person; (b) the Supplier is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the *Insolvency Act 1986* or is presumed to be insolvent under the *Insolvency Act 1986*; (c) the Supplier ceases to carry on business; or (d) an application or order is made for the liquidation of the Supplier or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person, otherwise than for the purpose of an amalgamation or reconstruction.

"Intellectual Property Rights" means all existing and future industrial and intellectual property rights, in the United Kingdom, Australia, New Zealand and throughout the world, and includes any copyright, copyrightable works, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secrets, inventions, knowhow, processes, operating procedures, formulae, systems, techniques, drawings, computer software, code, data bases, plans, reports, specifications, rights in relation to semiconductors and circuit layouts, trade or business, company or domain name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

"Interest" means interest on any payment owing under this Call-Off Contract at the highest rate of interest permitted under the applicable law, calculated from the date payment was due until the date of actual payment in full.

"Material" means any material including documents, equipment, reports, technical information, studies, plans, charts, drawings, software, schemas calculations, tables, schedules and data stored by any means.

"Modern Slavery" means slavery, servitude, forced or compulsory labour, and human trafficking, as defined in the *Modern Slavery Act 2015*.

"Modules" means the core and optional software modules which are made available by the Supplier for purchase by a Buyer, and which form part of the Products and are listed in Annexure A or under a subsequent Order in accordance with clause 2 above.

"Onboarding Services" means the initial implementation of the SaaS as defined in the Specifications and set out in the Order Form.

"Order" means an Order under a Call-Off Contract for the provision of Services and Deliverables, which is mutually agreed by the Buyer and Supplier in accordance with the Framework Contract and clauses 1 and 2 above, for any of the following: the purchase of additional Services, Products and Modules, an increase in the scope of the SaaS, additional Project Services, AMS or other ad hoc consultancy services made available by the Supplier, and will include any **'Service Requests'** (as defined in the Framework Contract).

“**Order Form**” means the relevant ‘**Call-Off Order Form**’ (as defined in the Framework Contract) signed by the Buyer and Supplier, which these Supplier Terms form an integral part of, and which create a Call-Off Contract.

“**Permitted Users**” means the permitted users of the Buyer specified in the Order Form, as varied in accordance with these Supplier Terms.

“**Personal Data**” has the meaning given to that term in the Data Protection Legislation.

“**Policies**” means the Supplier’s following policies:

- (a) Attekus Information Security Policy: available [here](#).
- (b) Attekus Data Breach and Incident Response Plan: available [here](#).
- (c) Attekus Infrastructure Security Policy: available [here](#).
- (d) Attekus Modern Anti-Slavery: available [here](#).

“**Population Bands**” means the bands for the total number of people that have their place of residence within the areas/boundaries within the management, administration or control of the Buyer.

“**Products**” means the software products and Modules of those software products which form part of the SaaS, as the case may be, as set out in Annexure A or any subsequent Order Form or as may be additionally agreed under clause 2.3, and specified in the Specifications, being the generally available release of each Product and Module, as at the date of purchase and all patches, bug fixes, modifications and subsequent versions provided to the Buyer by Supplier.

“**Prohibited Conduct**” means using, or permitting others to use, the SaaS:

- (a) for any fraud or illegal activity;
- (b) to, or attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party’s online resources or systems;
- (c) to distribute, view or create any material that is or may be pornographic, defamatory, unlawful or obscene;
- (d) to distribute unsolicited emails to third parties including bulk unsolicited emails;
- (e) in a way that infringes Supplier’s or any third party’s Intellectual Property Rights.

“**Project Services**” means any of Supplier’s other professional, integration, data migration, training and other services (if applicable) as specified in the Annexure G and any subsequent Order.

“**SaaS**” means the Attekus Bookable Software as a Service described in Annexure A and the detailed Specifications, and all the Products and Modules forming part of the SaaS and purchased under this Call-Off Contract, Orders, and any additional Software as a Service purchased under a subsequent Order in accordance with the Framework Contract and clause 2.2 above (if applicable).

“**SaaS Charges**” means the Charges specified as such in the Order Form or any subsequent Order which are payable by the Buyer to the Supplier under the Call-Off Contract for the provision of the SaaS.

“**Service Levels**” means the Supplier’s standard service levels for the SaaS and Support Services, as appropriate, set out in the Support Services in Annexure C.

“**Services**” means all services (including, without limitation, the SaaS, Onboarding Services, and any optional Project Services and AMS (if any), as specified in the Order Form, an Order or otherwise agreed by the parties in writing. For the purposes of the **Call-Off Contract**, the ‘**Services**’ as defined and referred to in these Supplier Terms will consist of all the ‘**Deliverables**’ (as defined in the Framework Contract) to be provided by the Supplier to the Buyer under the Call-Off Contract.

“**Specifications**” means the specifications for the SaaS, Products (forming part of the SaaS) and the Onboarding Services as specified in the Annexure D (Specifications for the SaaS and Onboarding Services), as updated by Supplier from time to time.

“**Supplier**” means either: **Attekus UK Ltd**.

“**Supplier’s Acceptable User Policy**” will have meaning as defined in clause 4(d) above, and will form part of these Supplier Terms.

“**Supplier Group**” has the meaning given in the Framework Contract.

“**Supplier Material**” means any Material created in the course of performing the Services, or which is otherwise provided by or to which access is given by Supplier for the purposes of these Supplier Terms including the SaaS and the Products, but excluding the Buyer Data.

“**Supplier Terms**” means these Supplier Terms headed Supplier Terms, which form an integral part of the Order Form and the Call-Off Contract entered into between Supplier and Buyer, together with the annexures listed in clause 1(c) above, and any other documents attached to these Supplier Terms or incorporated by reference, and collectively will be deemed to include all the ‘**Supplier Terms**’ (as defined in the Framework Contract) and as set out in clause 1(d) above.

“**Support Services**” means the Support Services for the Products specified in the Support Services in Annexure C, attached to these Supplier Terms containing the description of the Supplier’s standard Support Services and the Service Levels for the SaaS and Support Services, as updated by Supplier from time to time.

“**Transition Out Services**” means the provision of one or more Business Days of consulting services by the Supplier to make the Buyer Data available to the Buyer in ‘bacpac’ file format, or another file format, as determined by the Supplier, and as set out in clause 8.4(b) above and the applicable Order.

“**Use Restrictions**” means the limitations on the Buyer’s rights to use and access to the SaaS, the Products and Modules, including the limits on the maximum volume of Population Bands, Venues, Bookable Spaces, Permitted Users or other metrics and restrictions specified in Clause 4(d) above and Annexure A, as may be agreed from time to time by the parties in writing.

“**VAT**” means value added tax in accordance with the *Value Added Tax Act 1994* (UK) as may be amended from time to time.

“**Venues**” means any buildings, spaces, locations, or facilities where bookings or events can be held. Venues may contain one or more Bookable Spaces, and there may also be numerous Venues located within a larger Venue. Examples of Venues include, but are not limited to, buildings, halls, sports fields (excluding any buildings), parks, theatres, libraries, museums, galleries, campsites, marinas, equestrian centres, or defined open spaces such as a carparks, and as otherwise specified in the Order Form, and includes all forms of Venues, including ‘Standard Venues’, ‘Large Venues’, ‘Complex Venues’ and ‘Custom Venues’, as defined in the corresponding Supplier’s **Pricing Document** (forming part of the Supplier G-Cloud submission) which applies to the SaaS and as specified in the respective Order Form.

Annexure A – Attekus Bookable SaaS**The Attekus Bookable SaaS consists of the following:**

The provision of:

- (i) Access to and use of the functionality of the SaaS and the Products and Modules hosted in a live production environment on the cloud hosting platform (Microsoft Azure), subject to the Use Restrictions, as set out in the tables in this Annexure A below; and
- (ii) Support Services for the Products and Modules as set out in Support Services in Annexure C attached to the Supplier Terms.

The following Products, consisting of core and optional Modules, are listed in the table below, and are made available for purchase by the Buyer in an Order under the Call-Off Contract.

Products and Modules- forming part of the Attekus Bookable SaaS				
<i>[Insert Products and Modules for each Order Form]</i>				

- (i) Each Order Form will list the specific Products and Modules which the Buyer is purchasing as part of the SaaS under the Order and Call-Off Contract.
- (ii) The Buyer will at any time after the execution of an Order, be entitled to purchase additional optional Modules by entering into a subsequent Order with the Supplier.
- (iii) All such Products and Modules purchased under the Call-Off Contract will form part of the SaaS.

Attekus Bookable SaaS - Use Restrictions	
The following Use Restrictions apply to the provision of the SaaS and the Products for the Buyer:	
<i>[Insert applicable Use Restrictions for each Order Form]</i>	

Annexure B – Onboarding Services for the SaaS

Onboarding Services	
Description of Onboarding Services	For the initial implementation of the SaaS the Supplier agrees to provide the Onboarding Services as set out in the Annexure D – Specifications for the SaaS and Onboarding Services, for up to [insert number of Bookable Spaces] Bookable Spaces within the agreed Venues, and will be provided in accordance with the Supplier's Implementation Methodology as set out in Annexure E – Implementation Methodology for Onboarding Services. Standard General Ledger Integration Inclusions: Integration is performed to integrate the Buyer's general ledger or financial system, with the Products using the Supplier's existing integration tools and processes, limited to a maximum of 4 Business Days of effort by the Supplier. For integration to TechnologyOne Financials (if applicable), the standard process will apply, as set out in the Specifications. Services and Schedule Approach: Will be as set out in the Specifications. Standard Training: Training is to be performed with a maximum of 3 Buyer personnel for Administrator training and 8 Buyer personnel for Key User training. If Buyer end user training is required, it can be undertaken for an additional fee for up to 8 end users of the Buyer per session. Attekus Bookable is an end-user application tailored to streamline the booking process. All training sessions are meticulously designed to empower Buyer staff with the essential skills required to proficiently navigate and execute tasks within the application, ensuring they can confidently complete the environment build i.e. Venues and Bookable Spaces. Attekus Academy: The Attekus Academy will be made available for the Buyer to access and use for the duration of the Onboarding Services. Training for Buyer system administrators and key users: Key User: Detailed training on the creation and management of venues, bookings and other peripheral settings required to manage the booking and Buyer lifecycle. Administrator: In addition to the Key User training, provide detailed training on the administration of pricing, system communications, user management, financial management issue triage and advanced settings.
Onboarding Services Fees (ex. VAT)	[insert fees] for the provision of the Onboarding Services for up to a maximum of [insert number of Bookable Spaces] Bookable Spaces within the agreed Venues.
Estimated Travel and Expenses (ex. VAT)	[]

Indicative Project Schedule for Onboarding Services

[insert]

Annexure C - Support Services

Support Services for SaaS

This Support Services in Annexure C forms part of and is subject to the Call-Off Contract for the provision of SaaS, entered into between the Supplier and the Buyer. Capitalised terms in this schedule have the meanings given in the Supplier Terms.

The following standard Support Services are included in the SaaS:

Supplier's provision of:

- (a) Security patches
- (b) Critical bug fixes
- (c) New features & enhancements
- (d) Access to Supplier's Support team for technical troubleshooting.

Access to the following Support Services:

- (a) Online Support Tool – Service Desk. Buyer will be assigned login credentials to lodge and review service requests. These will be attended to during Support Business Hours;
- (b) Online Knowledge Base – Buyer will be assigned login credentials to access self-help articles, available at all times; and
- (c) Phone – calls to the Supplier's support team will be attended to during Support Business Hours.

*'Support Business Hours' means between 9:00am and 5:00pm GMT on Business Days.

Support Service Levels

Supplier aims to meet the following target response and resolution times for priority levels assigned to incident cases in the production environment of the Product ('Incident'). Targets are not available for non-production environments.

Supplier will use commercially reasonable efforts to comply with the stated target response and resolution times but will not be held liable should specified targets not be met.

Priority Level-Incident	Definition	Target Response Time*	Target Resolution Time*
Priority 1	An Incident that causes the Product to not be Available to Buyer. There is no possible alternative or workaround. Guidelines for determining Priority 1 Incidents are: (a) Production environment of the Product is completely unavailable; (b) Critical business activities are severely impacted that impacts all users and/or system usage activities; or (c) The Incident is causing a material and verified security Incident	4 hours	1 day
Priority 2	An Incident that causes significant Product functionalities to be severely impacted or Buyer is not able to access or use significant Product functionalities. There is no possible alternative or workaround. Guidelines for determining Priority 2 Incidents are: (a) Buyer core business activities are severely limited; (b) Degraded Product performance is having a serious negative impact on Buyer business activity; (c) Adversely impacts a significant number of Buyer users and/or Product usage activities; (d) Adversely impacts the Buyer's ability to meet near-term deadlines.	1 day	5 days
Priority 3	An Incident that causes a loss of functionality of the Product, where important functionalities of the Product are impacted. There is a procedural workaround that exists. Guidelines for determining Priority 3 Incidents are: (a) Some applications or features of the Product are not operating in accordance with the Specifications; (b) Degraded Product application performance is having a moderate negative impact on Buyer business activities; (c) There is an Incident which would be classified as a Priority 2 Incident, however there is a procedural workaround that has been produced or exists; (d) A case that has been reduced to a Priority 3 due to a workaround being produced.	3 days	Next Release of Product
Priority 4	A minor Incident where limited functionalities of the Product are impacted. There is a procedural workaround that exists. Guidelines for determining Priority 4 are: (a) The Incident has a limited or low impact on Buyer business activity; (b) Documentation issues are experienced; (c) Incidents that are not defined within Critical, Urgent or High priorities above.	5 days	A future release of the Product

* **Target Response Times** and **Target Resolution Times** are stated to be during **Support Business Hours** (as defined in Support Services section above). For the purposes of Target Response Times and Target Resolution Times, '1 day' is a period of 24 hours of a Business Day.

***Target Response Time** is the time, during our Support Business Hours, which Buyer can expect to receive acknowledgment of the Incident and investigation to begin from the Support Services team.

***Target Resolution Time** is the time, during Support Business Hours, which Supplier aims to deliver a technical fix, data fix, an alternative or procedural workaround, or advise of a software correction (excluding time elapsed between information requests to Buyer).

Support Service / Service Level - Assumptions (Buyer Responsibilities) and Exclusions:

- (a) All Service Levels rely on sufficient information being supplied to the Supplier's support team to be able to read, understand and triage the request before making contact.

- (b) All requests relating to system configuration of the Products, including advice on configuration is not included in the Support Services, will be forwarded to the Supplier's Project Services team and additional Charges may apply.
- (c) For all Incidents relating to access to the Product, the Buyer must first contact its internal system and/or network provider to eliminate internal issues causing access issues before submitting a Support Service request with Supplier.
- (d) All Incidents caused by Buyer's or any third party's equipment, services or APIs are excluded from Support Services.

SaaS Service Levels

1. Availability	Supplier aims to provide the Buyer with 99.5% Availability of the Products for each month of the Call-Off Contract Period.
2. Definitions	'Available' / 'Availability' means that the Products are accessible on the production environment by the Buyer over the internet.
3. Scheduled Maintenance	Supplier performs scheduled maintenance on the SaaS (including maintenance related to the Products and other equipment and materials used for providing the SaaS) from time to time. Supplier will use reasonable efforts to inform Buyer in advance of any such SaaS interruptions and their anticipated duration.
4. Excusing events	Any delay, downtime, unavailability, latency, service degradation, response delay or similar event or occurrence, will not constitute a failure to meet these Service Levels where that event is caused by or related to any of the following: (a) scheduled maintenance of the Services, or any other scheduled downtime agreed to by the parties; (b) the Buyer's act or omission or an act or omission of a third party for which the Buyer is responsible, including failure to supply accurate, complete, and timely information when requested; (c) a Force Majeure Event; (d) failure of the Buyer's infrastructure or Internet link to the Services; (e) any operating system, database, application or other code or materials not provided by Supplier, including configuration issues; (f) any act or omission of a third party or that is not caused by Supplier or the SaaS Infrastructure Provider (for example, hacking, denial of service attacks and the introduction of viruses); and (g) compliance with any applicable law or requirements of governmental agencies that adversely affect Supplier's ability to provide the SaaS.

Annexure D – Specifications for the SaaS and Onboarding Services

This Annexure D is attached to and forms an integral part of the Supplier Terms. **Specifications** for the SaaS and the Onboarding Services, are as set out below, and also available [here](#), as updated by Supplier from time to time.

1. Introduction

This Specification document describes the specifications and functionality for the Attekus **Bookable SaaS Products (Bookable)** and the scope for the provision of the standard Attekus **Onboarding Services** and **Support Plus** for Bookable, purchased by Customers of Attekus.

Capitalised terms in this Specification document, which are not defined in this Specification document, have the meanings given in the **General Terms**, forming part of the **Agreement**.

2. Bookable SaaS – Product Description

Bookable provides Customers with an enterprise solution for all types of bookings and events. The detailed specifications and functionality of Bookable and all its modules are listed in Sections 3-8 below.

There are 5 key components to Bookable – including:

- Customer (Core)
- Bookings
- Event Management
- Event Registration & Ticketing
- Integrations

Bookable is delivered as a Software-as-a-Service (**SaaS**) from the cloud on the Microsoft Azure Platform-as-a-Service.

The Bookable Bookings and Event Registration & Ticketing websites are assessed to the Web Content Accessibility Guidelines (WCAG) version 2.2 AA.

3. Customer (Core)

Bookable Customer is the core product platform that provides the centralised customer information and other enterprise services required by Bookings, Event Registration, Ticketing and Event Management. This includes the customer record, and all communications associated with the customer. It is also where the financial and debtor information resides.

Bookable Customer also provides a project and task structure that supports either ad-hoc or predefined tasks to be set up against a booking or event. Bookable Event Management extends this capability further to support the generation of run sheets and detailed event management capabilities.

The dashboard and reporting solution in Bookable Customer is built on Microsoft PowerBI and contains many pre-defined dashboards and reports that can be modified or extended, provided the Customer has the appropriate Microsoft licenses.

3.1 Core Modules

Module	Description
Customer Management (end user or external user)	Supports the internal creation and external registration of customers (individuals or organisations), key metadata and related contact details. Provide a central view of a customer's interactions within Bookable. (Formerly named 'Customer').
Communication (Text, Email)	Supports the definition and transmission of automated and manual customer communications via email and SMS channels including any required attachments. Template engine supports the definition of communications: • Plain text for SMS • HTML for email • MS Word for attachments rendered as PDF
Financial & Debtor Management	Provides for the recording of all financial transactions throughout a booking or event lifecycle.
Tasks	Create, manage, and complete tasks associated with a booking or event to manage activities related to planning, setup, delivery, pack-down, and inspections.
Dashboards & Reporting	Suite of standard dashboards and reports across the Bookable solution delivered through Microsoft Power BI. Supports custom reporting through access to a provided Microsoft Power BI data model.

4. Bookings

The **Bookable Bookings** product provides the functionality that supports bookings across the diverse range of venues and facilities managed by customers. These include:

- Community centres, halls, meeting rooms and libraries
- Parks, reserves and gardens
- Sports and recreational facilities such as ovals and sport fields, aquatic centres, indoor sports stadiums and tennis courts
- Performing arts, conference, and other specialty venues
- Banner poles and street stalls
- Campgrounds

- Generally bookable items, such as cat traps, marquees and mobile bins
- Internal only items including pool cars and internal meeting rooms

4.1 Core Modules

Module	Description
Venues/Spaces/Resources	Defines venues and spaces available for booking, including names, addresses, descriptions, images etc. Configure the relationship between dependent spaces and any associated resources (additional extras) that can be included in a booking. Set default and venue/space/resource level rules and controls.
Standard Bookings	Supports the standard booking process allowing for single date, multi date and repeat/recurring style bookings across one or more bookable spaces.
Application (EOI) Bookings	Supports the expression of interest/seasonal application process allowing for the invitation to, and bulk submissions of requests for date driven expression of interest periods. Submissions are then reviewed and accepted before being confirmed or rejected.
Automated Pricing and Invoicing	Manages the setup and configuration of automated pricing for bookings within pricing groups. Define fees, bonds, booking requirements, payment criteria, cancellation terms and booking constraints driven by multiple triggering criteria supporting holistic or specific pricing across all bookable items. (Previously known as Booking Pricing).
Planned & Reactive Closures	Supports the reactive closure and proactive (planned) closing of one or more bookable spaces or venues with notifications to impacted customers. (Previously known as Closures & Work Bookings).

4.2 Optional Modules

Module	Description
Accommodation/Equipment Hire	Supports overnight focused and priced bookings typically for accommodation, caravan and camping sites. Additionally supports signage, banner bookings and the hiring of other equipment. Configure controls to support minimum and maximum booking durations, check in/check out times and booking starting days.
Microsoft Calendar Synchronisation	Provides synchronisation between Bookable and Microsoft Outlook calendars, allowing calendar entries to be made through either Outlook or Bookable. Bookings made in Bookable are synchronised upstream to Microsoft calendars, and any entries made in Outlook will automatically block availability in Bookable for the same time slot.

5. Event Management

The **Bookable Event Management** product provides the functionality that supports the application for, and management of, large scale events and functions at major, complex venues and facilities.

5.1 Core Modules

Module	Description
Major Venues	Defines major venues such as entertainment venues (theatres or performing arts spaces), convention and function centres, civic centres, and stadium facilities where large scale and complex events are held.
Event Applications	Support the process for external parties to submit an application to hold an event and manage the review, approval and processing of subsequent venue bookings.
Enquiries & Pipelines	Restrict direct bookings and allow for external parties to submit an enquiry in relation to holding an event or function, which can then be transitioned through pipeline stages to a fully costed and confirmed booking.
Proposals & Contracts	Supports formal proposal responses to prospective customers relating to their event or function, in the form of a fully formatted and version-controlled proposal document, which can be managed through multiple iterations through to contract. (Previously known as 'Proposals').
Run Sheets & Event Orders	Generate run sheets and orders for distribution to internal event personnel and/or external stakeholders, detailing key timing and information in relation to the management and execution of an event or function. For complex bookings or events, a project can be setup to group related tasks to allow for standardisation of booking and event tasks such as pre-approvals.

6. Event Registration & Ticketing

The **Bookable Event Registration & Ticketing** product provides the functionality that supports the registration and ticketing of events and courses. Bookable Event Registration & Ticketing leverages the key concepts that support the Bookings functionality and extends these to provide a detailed Event definition and booking system.

6.1 Core Modules

Module	Description
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Events, Courses & Classes	Defines a diverse range of events, courses and classes from one-off dates, multiple repeat dates or grouped dates for courses. Supports: • Free events • Ticketed events (registrations and optionally seated) • 'No booking required' events • Externally managed events (redirect to URL) • Secure events
Registration, Ticketing & Attendance	Defines registration and ticketing requirements for events, courses and classes. Ability to manage attendees to events including bulk updates and cancellations.
Check In	Provides manual or app-based ticket scanning check-ins for events. App-based check-ins through iOS and Android devices.
Waitlists	Defines waitlists for events and allow customer to join waitlists for sold out events. Ability to manually or automatically promote customers if tickets become available.
Event Pricing	Supports the definition of pricing for all events. Allows for the definition of multiple ticket types and categories to support free, single fee, adult/child/concession pricing and advanced pricing including: • Date based pricing to support early-bird rates • Group purchased pricing for purchase X number of additional tickets • Customer tag driven pricing to support member pricing rules.

6.2 Optional Modules

Module	Description
Allocated Seating	Allows for seating plans and layouts to be set per venue with associated seating rules. Interactive seating maps are displayed to the customer to allow the choice of seats dependent on the configured seating rules, including support for multiple floor levels, accessible seating, and companion seating.
Gift Cards	Allows for the redemption of gift cards at the point of checkout when purchasing tickets. Administrators can access tools for managing gift cards, balances, and tracking usage.
Digital Wallet	Allows ticket delivery to smartphones through Apple Wallet, Google Wallet, and SMS (requires an SMS gateway). External customers can easily download and store tickets on their mobile devices, ensuring quick and convenient access at the event, reducing the need for physical tickets and the occurrences of lost email tickets.

7. Integrations

Bookable is designed to form part of a customer's IT Ecosystem. The **Bookable Integrations** functionality provides a suite of Integration components to integrate with many core systems and processes to deliver internal efficiencies by removing manual processing and double handling of data.

7.1 Core Modules

Module	Description
ERP Integration	Supports integration between Bookable's internal ledger and a commercial Enterprise Resource Product (ERP) or financial system general ledger.
Journal Extract	Generation of a simple journal extract that can be used to prepare and manually enter a manual journal (or similar data entry) into a finance system.
TechnologyOne	Automated integration utilising TechnologyOne Extract, Transform and Load (ETL) capability to source transactions from Bookable, generate a document file and post directly to the TechnologyOne general ledger. The customer requires the appropriate license for TechnologyOne ETL. A dashboard to show reconciliation to Bookable transactions is also provided. Two-way integration with TechnologyOne Enterprise Cash Receipting (ECR) to facilitate front counter payments against Bookable receipts.
Civica	Generation of Civica supported general ledger import file for manual import into the Civica general ledger.
Microsoft Dynamics	Generation of Microsoft Dynamics supported general ledger import file for manual import into the Microsoft Dynamics general ledger.
Oracle Cloud Financials	Generation of Oracle Cloud supported general ledger import file for manual import into the Oracle general ledger.
SAP Financials	Generation of SAP supported general ledger import file for manual import into the Oracle general ledger.
Oracle JD Edwards	Generation of Oracle JD Edwards supported general ledger import file for manual import into JD Edwards general ledger.
MAGIQ ERP	Generation of MAGIQ ERP supported general ledger import file for manual import into MAGIQ general ledger.
Datacom	Generation of Datacom Datascape supported general ledger import file for manual import into Datascape general ledger.

IT Vision (Ready-Tech)	Generation of IT Vision (both SynergySoft and Altus versions) supported general ledger import file for manual import into IT Vision general ledger.
OpenOffice (Ready-Tech)	Generation of OpenOffice supported general ledger import file for manual import into OpenOffice general ledger.
Payment Gateway	Support for a single payment gateway integration utilising customer's merchant details. Supported payment gateways include: • BPoint by CBA (including direct debits) • SecurePay by Fat Zerba • Transact by NAB • PayWay by Westpac (including direct debits) • Quickstream by Westpac • Windcave • Datacom Additional payment options include: • POLI Payments (New Zealand only) • BPay (TechnologyOne Financials/ECR only, Australia only) • PayPal
SMTP/SMS Gateway	Supports email and SMS communication channels. SMTP support through Microsoft Office 365 or general (other SMTP services) leveraging customer SMTP settings. SMS provides integration with Twilio and Message Media SMS gateways. The Annual SaaS Fees for this module do not include the transactional costs for messaging.
API	The Bookable API provides access to Bookable services and data through a published Application Programming Interface (API). The use of the Bookable APIs is subject to compliance with the Fair Use terms.

7.2 Optional Modules

Module	Description
CIAM (Customer Identity Access Management) Integration	Supports integration with third party customer identity access management systems for authentication and provisioning of Bookable accounts. The following services are supported for authenticating end (external) users and internal personnel accessing the Bookable Booking and Event Registration & Ticketing websites to purchase tickets and book spaces: • Amazon Cognito • Okta • Microsoft CIAM supporting both ○ Azure B2C ○ Entra External ID Note: Microsoft Entra (Azure AD) and Okta are included (at no additional cost) as core integrations to provide single sign-on (SSO) for internal administration users accessing the Bookable administration portal. These can also be used by internal personnel for SSO to the Bookable Booking and Event Registration & Ticketing websites.
CMS Integration	Supports integration with CMS (websites). Currently supported CMSs: • OpenCities (Granicus) - providing single point of management of events within the Bookable Events module with manual or automatic publishing to the Open Cities 'What's On' capability. Customers can then seamlessly purchase tickets for these events with the Open Cities CMS. Integration with the Bookable Bookings module currently not supported.
EFTPOS Integration	Supports integration with EFTPOS devices to facilitate 'box office' style purchasing and payment for event tickets. Supported EFTPOS include: • Linkly The Customer is required to enter into an agreement with Linkly for the use of the Linkly integration services at its own cost. The Annual SaaS Fees for the Bookable EFTPOS module do not include any third party costs.
POS Integration	Supports integration with Point-of-Sale systems to enable combined ticketing and retail transactions in a single in-person purchase experience. Currently supported POS systems: • Swiftpos (by Oolio)
Remote Access Control Integration	Supports integration with remote access (keypad entry) control systems allowing for entry to supported venues without the need for keys, swipes or fobs. Supported systems include: • Gallagher • Integriti • SecCloud • Protege GX • Salto

Email Relay Service	The Email Relay Service module enables Bookable to route outbound system emails through a third-party email delivery provider (SendGrid). This service provides email deliverability, reliability, and scalability for transactional and bulk communications generated in Bookable. The module integrates directly with SendGrid for message submission and delivery handling, and may provide delivery status and failure feedback where supported. Use of the Email Relay Service is limited to the sending of Bookable-generated emails up to the maximum number per month set out in the applicable agreed Service Order Form, and does not constitute email hosting or inbox services.
SMS Service	The SMS Service module enables Bookable to send and receive SMS messages via a third-party messaging provider (Twilio). This service supports transactional and notification-based text message communications generated by Bookable. Message delivery, receipt, and routing are handled by Twilio in accordance with its capabilities and availability. The SMS Service does not include mobile network services and is limited to SMS messaging functionality as integrated within Bookable and will attract a transaction fee for both inbound and outbound text messages generated or processed by Bookable as set out in the applicable agreed Service Order Form. Note that only numeric sender ids are support (not alphanumeric).
Custom Domain Names	Allows Customers to integrate Bookable into their primary website by replacing the standard Bookable domain name (e.g. customername.bookable.net.au) with custom URLs (e.g. bookings.customername.state.gov.au and events.customername.state.gov.au).

8. Other Modules

Other modules are general modules that provide various functions or services to enhance the use of Bookable and the SaaS. Where they are expressly included and specified in a Service Order Form, which forms part of the Agreement, they will form part of the Bookable Core modules.

8.1 Modules

Module	Description
Attekus Academy	The Attekus Academy provides exclusive online access to the full catalogue of self-paced, on demand, flexible, and interactive learning programs for Bookable products. - Access to the Attekus Academy portal is provided on a 'per named user' basis, starting from a minimum of 5 named user licences. - Named User licences can be allocated, changed and moved between the Customer's personnel as required by the Customer. - All available course ware is accessible under this service. - Courses are standard and the content is non-customisable. - Customer may at any time request to upgrade their licence pack to acquire additional named users.
Support Plus	Support Plus is the provision of support by Attekus to the External Customers of the Customer, as specified in detail in Section 13 (Support Plus) below.

9. Updates and Release Cadence

Attekus continuously invests in the Bookable product suite to add new features, develop new product functionality and new modules, incorporate technological improvements, and to rectify errors and defects. Attekus may modify the SaaS Product Descriptions above from time to time to respond to technological developments and changes to the Products and Services.

9.1 Roadmap

Attekus maintains a long-term roadmap for future product development. The roadmap consists of strategic developments to drive future growth for Attekus in line with the company strategy, and other developments that are proposed by customers. Attekus maintains strong relationships with its customers throughout the term of the agreement and provides a number of avenues for customers to have input into the future roadmap. These inputs include user groups and forums, an online customer community portal, and direct feedback through Attekus consultants and Attekus customer support personnel.

9.2 Releases

Attekus adopts a CI/CD (Continuous Integration/Continuous Deployment) approach to releases and plans for 4-weekly feature releases to develop and deliver new features and functions, and to address ongoing maintenance and support issues. Each release follows semantic versioning (semver) conventions using the format MAJOR.MINOR.PATCH with:

- MAJOR version incremented for incompatible API changes or breaking changes
- MINOR version incremented for new functionality added in a backwards-compatible manner
- PATCH version incremented for backwards-compatible bug fixes and maintenance updates

Release versions will be tagged as vMAJOR.MINOR.PATCH (e.g., v1.2.3). Pre-release versions may include additional identifiers such as alpha, beta, or release candidate designations following semver standards.

Please note, Attekus reserves the right to adjust these indicative timeframes.

The content of each release is determined by the product management team and approved by the Attekus executive team. Each candidate item for a release is assessed against the strategic roadmap, customer alignment, impact, scope and risk.

4-weekly releases are carefully planned and managed to ensure the development candidates can be developed and tested within the release timeframes. When there is a variance to the planned timeframes, corrective actions are taken to change scope or re-plan development to a future release.

Most new features are 'feature flagged' and released only to early adopters or interested customers. Feature flags may remain active for varying periods at Attekus' discretion based on feature complexity, adoption metrics, and feedback analysis. Once a new feature is deemed by Attekus to be 'generally available', the feature flag will be disabled and the new feature become accessible to customers. Note that some new features may be subject to a new license and additional Annual SaaS Fees.

4-weekly releases are typically scheduled for every 4th Tuesday. Releases are initially applied to each Customer's test environment to allow for release preview prior to production upgrades. Customers are notified when these updates have been applied to test, and full release notes are made available. Approximately 5 Business Days after the upgrade to Customer's test environment, the production environment is updated to the new release. Customers are notified when these updates have been applied to production.

Note that Attekus reserves the right to adjust release dates as required for quality assurance or operational requirements.

Release notes are provided for all feature/development items and functional enhancements and are made available to customers via the Attekus website, in the Bookable knowledge base or as PDF document one week prior to the production date.

Attekus will release patches to Bookable from time to time to rectify errors, issues and unexpected behaviours as needed. These patches are prepared and applied promptly when deemed necessary upon approval by Attekus executives, and Attekus reserves the right to determine the priority and timing of patch releases based on severity assessment, customer impact, and available resources. Rigorous testing procedures ensure that critical issues are addressed promptly and effectively. Attekus may exclusively notify affected customers of these releases to ensure prompt adoption of the necessary updates. In exceptional circumstances for highly critical fixes that require immediate correction, such as critical system issues, security vulnerabilities, or regulatory requirements, and to which there is no workaround, Attekus may apply a hotfix to an existing release upon approval by Attekus executives.

10. Security and Disaster Recovery

Bookable has been designed to take advantage of the benefits of true SaaS delivery to customers without compromising the security of segregation of data. Bookable is hosted on Microsoft's Azure Cloud Australian infrastructure, and all customer data resides in Australian data centres.

Bookable is delivered on a single instance of code across all production customer sites, ensuring all customers are on the same version with the latest security and functional patches and revisions.

10.1 Data Security

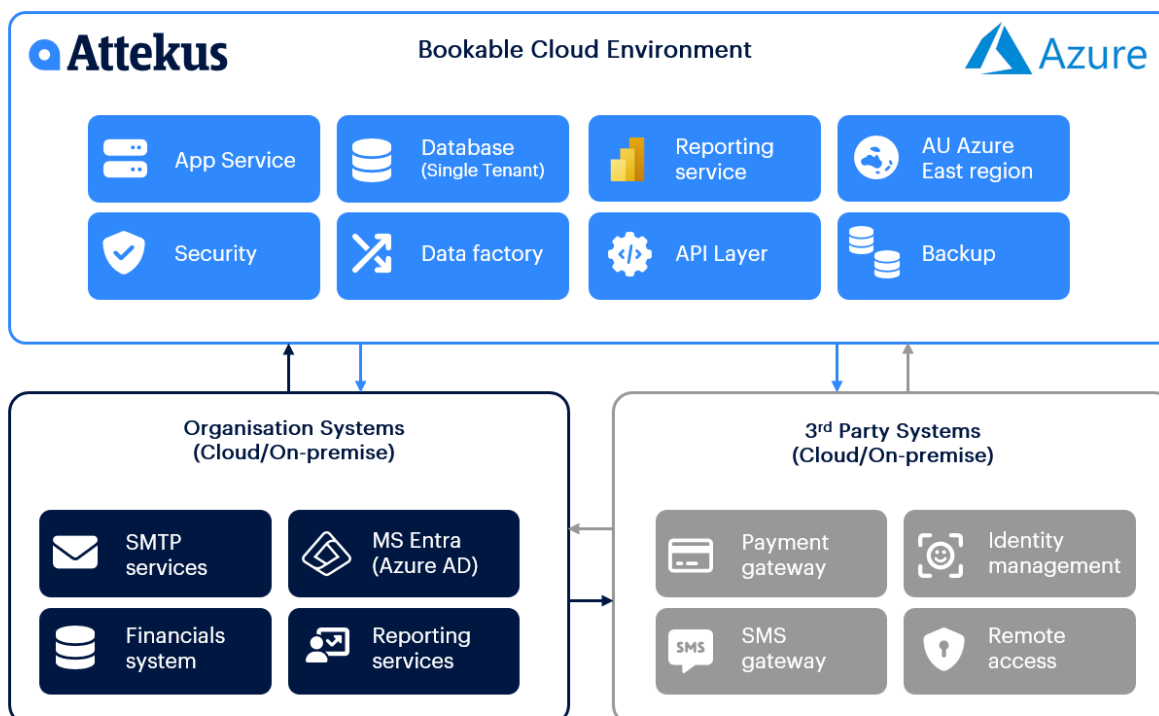
Attekus has designed Bookable to leverage the industry-leading security features natively provided by Microsoft Azure's Cloud platform with the following security measures to ensure the highest levels of security of customer data:

- *At Rest:* Bookable databases are encrypted within Microsoft Azure data centres and the encryption keys are stored securely within Microsoft Azure.
- *In Transit:* All Inbound and outbound traffic is encrypted with HTTPS 2048-bit encryption.
- *Other:* Within the Bookable portal, registered users only have authorised access to their own data and any attempt to access unauthorised data (e.g. via manual API requests) will be denied - for example, every booking associated to a registered user has a unique key associated to it and any attempt to access booking related data with a key that is not within the authenticated user's key set will be denied.
- *Penetration testing:* Attekus performs full, monthly penetration testing across all aspects of the application including external and authorised portions of the application.
- *Data Security standards:* Attekus is certified to ISO 27001:2022 and PCI DSS 4.0.

10.2 Hosting, Back Up and Disaster Recovery

Bookable is hosted on the highest tier of App Service infrastructure available in Microsoft's Azure Cloud platform. This provides the following capabilities:

- *Speed and Performance:* This tier of app service provides scalable computing power for Bookable to achieve high performance, even under increased loads during busy times.
- *Up-time:* Microsoft Azure provides 99.99% uptime.
- *Back-ups:* Full, continuous, point-in-time backups of data are taken for production environments allowing the restoration of data to a specific second in time, should it be required. Weekly backups are stored for up to 10 weeks in the past. Monthly backups stored for 7 years.
- *Disaster Recovery/Mitigation:* Attekus utilises native Azure Zone redundancy to ensure high availability with low latency (Australia East Azure region). This ensures data and services are replicated across multiple data centres within the region.
- *RTO and RPO:* In terms of Recovery Time Objectives (RTO) Recovery Point Objectives (RPO) for our customers, this equates to only seconds from time of failure to time of actively running on the secondary instance.



11. Fair Use

11.1 Purpose

The purpose of the Fair Use obligations is to ensure that all Customers of Attekus and the Microsoft Azure Cloud Platform use the products and services responsibly and in accordance with their intended purpose, safeguarding system performance and security.

11.2 Acceptable Use

Customers must:

- Use Bookable and the Microsoft Azure Cloud Platform only as permitted and for purposes as intended under the Agreement.
- Avoid any actions that might disrupt Bookable or the Microsoft Azure Cloud Platform.
- Refrain from using Bookable or the Microsoft Azure Cloud Platform in a way that may degrade its performance or impair its use by other users of Bookable.
- Follow the usage guidelines and limitations as specified in Attekus' Documentation and Microsoft Azure's acceptable use policies, as notified by Attekus to Customer from time to time.

11.3 Prohibited Activities

Customers must **not**:

- Engage in Prohibited Conduct (as defined in the Agreement) or in breach of any applicable law;
- Use Bookable or the Microsoft Azure Cloud Platform in a manner that:
 - exceeds any usage limitations set by Attekus in its sole discretion; or
 - creates an undue burden on Bookable or Microsoft Azure's infrastructure as determined by Attekus in its sole discretion.
- Engage in activities that could harm the functionality, security or reputation of Bookable, the Microsoft Azure Cloud Platform or related services.

11.4 Limitation of Access

Attekus may suspend or reduce access to and usage of Bookable, the Microsoft Azure Cloud Platform or related services on written notice to the Customer if the Customer does not comply with the above fair use obligations.

12. Onboarding Services Description

12.1 Overview

The Onboarding Services program is designed to accelerate time-to-value and enable Customers to become productive quickly. The program assists and guides Customers to configure Bookable in accordance with the Attekus Implementation Methodology (available [here](#)) (**Implementation Methodology**) and includes the following general tasks:

- Setup of environment(s) and base/mandatory Product settings;
- Training and assistance for the setup of core Bookable functions including venues, bookable spaces, resources and pricing groups by utilising existing Customer data, up to the maximum number of **Bookable Spaces** (defined below, and includes those Bookable Spaces specified in the **Service Order Form** (which forms part of the Agreement));
- Assistance with setup of peripheral resources associated for the agreed number of Bookable spaces;
- Training on the provision of default (customer branded) document templates including but not limited to Invoice, statement and booking confirmation templates;
- Training and assistance with notification objects such as email and SMS (setup using Microsoft Azure SMS sub-account);
- Training and assistance with setting up payment methods from the list of supported providers e.g. Credit card, cash, cheque, credit balances (transfers), internal recharge and BPay;
- Standard General Ledger integration, if applicable;
- Training (restricted to 8 participants per class);
- Support for activities related to deployment and go live Project administration and coordination activities; and

- as set out in more detail in Sections 12.2-12.4 below (collectively, **Onboarding Services**).

"Bookable Space" means any distinct area or resource within a venue or facility (such as a building or open space) that can be individually selected or added to a booking. This could include physical spaces (such as rooms or zones), outdoor areas (such as football fields or sporting courts), services (such as catering or technical support), or any other resources (such as marquees, amenities within a facility, furniture or AV equipment). A Bookable Space may have its own pricing, availability, and configuration options.

12.2 Onboarding Services - Standard Inclusions

Activity	Inclusions	Deliverables
Project Initiation and Kick-off	A pre kick off meeting Project kick off session, including a demonstration / product orientation of the solution purchased Project Setup and template documentation	Draft project plan Asana project setup and induction Environments (specified in the Service Order Form of the Agreement) Accelerated Template Items Confirm access and integrations Draft solution document created
Venue Discovery, Build and Training	Venue Build and Concept Training Workshop session	Venue structure, types, activities and attribute settings education Confirm and document Venue Build checklist provided Build help guides provided
Pricing Discovery, Build and Training	Pricing Workshop session Fees and Charges review Pricing Group Build and initial test	Pricing training and assistance to produce customer types, customer pricing tags, purposes, bonds and fees and associated settings Confirm and document pricing groups established and built in Bookable
Configuration & System Admin Training	Workshop Training Sessions to cover: - email settings	Customer trained ready to configure system admin items System Administration check list

	- organisation settings - templates, themes and user information - content / format review - review invoice methods and payment links - tags and access profiles incl user management	
UAT Support (User Acceptance Testing)	UAT kick off session Provision of (standard) UAT Test Scripts Guidance on the inclusion of customer specific test scripts UAT issue management and Support	Standard UAT Test Scripts provided Test environment refreshed for UAT Customer / scheduled report requirements tested
Financial Integration	Financial introduction and preliminary session Mapping GL and integration settings Understanding of the handling of financial instruments including Bonds, Refunds and payment gateways Payment methods and the above instruments confirmed and documented	Mapping of GL accounts Financials integration build Financials integration sign-off Move integration to production Data Factory build and set up completed
Go Live Readiness and User Training	Super User Bookings Training for up to 8 staff Internal User Training session for up to 8 staff Go Live Checklists created Assistance with customer help information Customer portal links updated including website URL's Assistance with defining the communications plan	Provide training and standard materials Complete Venue based security in production Run through Go Live Readiness Checklist Update Customer portal links in email templates and documents Update PowerBI Reports and Dashboards for Production Activate Emails in Production Activate Search engine optimisation and Google analytics
Go-Live Support	Assist with User Access & Portals in Production ensure checklist returned Review Communications Plan Go Live Issue Support logs managed	Communications Plan reviewed and enacted Go Live Readiness Check List returned System documentation exists and is accessible Hand over to support Go Live review session – bookings team Go Live review session – finance team
Event Ticketing Scoping and Training <i>(Only included if Event Registration & Ticketing Product is specified as part of the SaaS in the Service Order Form)</i>	Training Session: Peripheral Event Components, building an Event. Understanding the different types of council Events	Event build group defined Global Settings defined
Event Build Workshop <i>(Only included if Event Registration & Ticketing Product is specified as part of the SaaS in the Service Order Form)</i>	Event components populated. Sample Event build	Customer trained ready to complete building Events
Advanced Configuration Workshop <i>(Only included if Event Registration & Ticketing Product is specified as part of the SaaS in the Service Order Form)</i>	Event Management Configuration scope and training session	Customer trained ready to complete Event Management build
Project Administration	Project status reporting Project governance General Project Administration	Project Status Reports as provided for in the Implementation Methodology

Standard General Ledger Integration Inclusions:

Integration is performed to integrate the Customer's general ledger or financial system with Bookable. This is achieved by using the Attekus existing integration tools and processes.

The integration outcome is a journal file in a standard defined format that is output to a file share (Microsoft SharePoint or similar) in a ready state to import to the customers financial system.

Standard General Ledger Integration Inclusions – TechnologyOne

For integration to TechnologyOne Financials, the standard process described above is augmented by the inclusion of an associated TechnologyOne Financials ETL process that, on running, uplifts the file from file share ready to process into the TechnologyOne Financial system.

Standard Training:

Training is included to a maximum of **8** Customer personnel in any single training session using standard existing training materials. This is in line with good practice for learning related to class sizes. If additional Customer user training sessions are required, Attekus can deliver these sessions on a time and materials basis for the additional classes per 8 individuals per session.

Training sessions are specifically designed to empower Customer staff with the essential skills required to proficiently navigate and execute tasks within Bookable, ensuring they can confidently complete the environment build such as venues and bookable spaces.

Training Types for Customer system administrators and key users:

Key User: Detailed training on the creation and management of venues, bookings and other peripheral settings required to manage the booking and customer lifecycle.

Administrator: In addition to the Key User training, provide detailed training on the administration of pricing, system communications, user management, financial management issue triage and advanced settings.

12.3 Onboarding Services - Exclusions

The following services are excluded from the scope of standard Onboarding Services, unless expressly agreed otherwise in the Agreement:

1. Configuration of additional spaces beyond the number of Bookable Spaces specified in the **Service Order Form**.
2. Custom financial integrations (e.g., bespoke GL/AP/AR feeds).
3. Custom reports or non-standard analytics assets.
4. Additional or refresher training sessions beyond the included program.
5. End-user training or tailored curricula beyond standard training.
6. Change management deliverables beyond in-scope training (e.g. communication plans, adoption programs).
7. Custom or non-standard interfaces/integrations, including middleware or ETL builds.
8. Full data migration or non-standard data cleansing/remediation activities.
9. Integrations with systems or protocols not officially supported.
10. Hypercare beyond the agreed go-live support window.
11. General technical consulting or architecture advisory outside onboarding tasks.
12. Custom feature development or roadmap acceleration (any code changes to the product).
13. UI/UX customization beyond standard theming/branding (layouts, bespoke components).
14. Performance/load testing and tuning, capacity modelling, or scalability workshops.
15. Security assessments such as penetration testing, threat modelling, or compliance attestations (ISO/SOC/IRAP, PCI, HIPAA).
16. Advanced SSO/IdP scenarios beyond one supported SAML/OIDC setup (multiple IdPs, conditional access design, SCIM provisioning at scale).
17. Additional environments/tenants beyond the agreed set (e.g., extra UAT/staging, environment cloning/sync).
18. Multi-entity or multi-region rollouts (complex hierarchy, cross-region data residency).
19. Enterprise analytics/warehousing (data lake/BI integrations, semantic models, KPI design beyond standard reports).
20. Backup/DR design (RTO/RPO targets, failover testing) and archival/retention policy consulting.
21. Test management (formal UAT scripting/execution, regression suites) beyond the standard provided Test script suite.
22. Creation of customer SOPs/policies or bespoke documentation beyond standard templates.
23. Localisation/translation of training or product content.
24. Network/HW work (firewall changes, device setup, POS/terminal or kiosk hardware).
25. After-hours/weekend work or on-site attendance, travel and expenses.
26. Ongoing administration/managed services or backlog delivery beyond the onboarding timeline.
27. Legal/commercial reviews (DPAs, security questionnaires, custom SLAs) outside standard terms.

Activities and services not expressly included in Section 12.2 above or which are listed as an excluded activity or service in this Section 12.3, will not form part of the Onboarding Services. The Customer may purchase any such excluded service or activity as Project Services by entering into a **Purchase Order** under the **Agreement**, on a time and material basis and at the daily rate as set out in any such agreed Purchase Order.

12.4 Services and Schedule Approach

- (a) Onboarding Services are provided for up to the maximum number of Bookable Spaces specified in **Service Order Form** forming part of the **Agreement**.
- (b) Any request to implement additional spaces beyond the number of Bookable Spaces specified in the Service Order Form, will be subject to additional charges and the Customer will be required to purchase those additional services as Project Services by entering into a Purchase Order under the Agreement. The Project Services purchased under a Purchase Order will be provided at the daily rate agreed in the Purchase Order.
- (c) Onboarding Services will be delivered as a single-phase project with a unified go-live for all venues and spaces. Should the Customer request a phased implementation approach—such as multiple go-live dates—this will be considered a variation to the scope for the Onboarding Services, and the parties will be required to enter into a Change Request in accordance with the Agreement, for the additional Fees as agreed in the Change Request.
- (d) Implementation and the provision of all the Onboarding Services will be provided in accordance with the Implementation Methodology and the Agreement.
- (e) The Customer is responsible for assigning and ensuring the availability of appropriate subject matter experts for the duration of the implementation to perform required project tasks in a timely manner.
- (f) The Customer is responsible for leading the collation and entry of all required data into the Product, under the guidance of the Attekus team.
- (g) Should Attekus be required to provide additional assistance with any tasks, such assistance will be considered out of scope for the Onboarding Services and will be charged on a time-and-materials basis at Attekus' then current Daily Rate for such Services or as otherwise agreed in the relevant Change Request or Purchase Order.
- (h) The Customer must proceed with the implementation project and allow Attekus to perform and complete the Onboarding Services within a calendar timeframe of 12 months from the Commencement Date (defined in the Agreement).

13. Support Plus (Optional Module for the SaaS)**13.1 Overview**

Support Plus is an optional, white-labelled customer support service for Bookable, which is purchased as a module of Bookable, enabling customers to provide their **External Customers** (defined below) with 'round the clock' automated support, without increasing the Customer's internal workload.

Support Plus integrates with Bookable bookings and events portals and uses an **AI Agent** (defined below) to respond to first-level support queries, guide External Customers through booking and registration processes, and provide informed responses drawn from the comprehensive Attekus structured knowledge base.

Where more complex External Customer queries cannot be resolved, the AI Agent will escalate the query to the experienced Attekus support personnel during Support Business Hours, ensuring personalised support is delivered to External Customers, when required.

Support Plus is designed to offer Customers with the capability to provide their External Customers with real-time help via the Ai Agent, which is available 24 hours per day, 7 days per week (**24/7**), providing timely and intuitive white labelled support for External Customers. This service reduces inbound support volumes to Customer internal teams, improves customer satisfaction, and reinforces Customer commitment to service excellence.

“External Customer(s)” means an external end user customer of the Customer who accesses and uses Bookable web portals to register, book or purchase a ticket to attend an event, Venue, or Bookable Space.

“AI Agent” means the Attekus automated conversational software application powered by artificial intelligence (AI) and natural language processing, designed to simulate human-like conversation, provide informed responses by leveraging the Attekus structured online knowledge base and contextual data, and route complex or unresolved External Customer queries to the Attekus support personnel.

13.2 Support Plus Scope Inclusions

Support Plus provides External Customers with:

- Automated support via the AI Agent, accessible through the Bookable interface, which is available 24/7 and is designed to:
 - respond to routine External Customer support queries in real time;
 - provide guidance on the use of Bookable;
 - draw upon the Attekus Online Knowledge Base (a comprehensive, searchable library of help articles and guides); and
 - route and escalate complex or unresolved queries to the Attekus support personnel during Support Business Hours;
- Attekus support personnel response to External Customer queries in accordance with the service levels as set out in the table in Section 13.6 below.

13.3 Support Plus - Use Cases where support by the Ai Agent can be provided to External Customers (Indicative)

13.3.1 Bookings:

- **Bookable guided platform navigation:** The AI Agent is able to provide External Customers with guide options to locate and access services or features within Bookable.
- **Bookable service discovery:** The AI Agent is able to assist External Customers in identifying the appropriate Bookable service type or category based on their prompts to the AI Agent.
- **Booking assistance for Bookable:** The AI Agent is able to offer External Customers with guidance through the booking process for Bookable, including step-by-step guidance on form completion, option selection, and submission.
- **Account access support:** The AI Agent is able to assist External Customers to log in to the Bookable platform and recover or reset credentials, where self-service tools are available.
- **Attekus online knowledge base access:** The AI Agent is able to direct External Customers to relevant help articles, guides, or resources within the Attekus online knowledge base.
- **Self-Service troubleshooting:** The AI Agent is able to provide External Customers with guidance through standard, documented troubleshooting steps for common booking-related issues for Bookable.
- **Use of Bookable features:** The AI Agent is able to provide explanatory notes on how to utilise Bookable functions that are directly related to making or managing bookings using Bookable (e.g. viewing bookings, cancelling or rescheduling within Bookable).

13.3.2 Event Registration:

- **Event discovery:** The AI Agent is able to offer External Customers with guidance on locating upcoming events within Bookable, including filtering by date, category or location.
- **Event information access:** The AI Agent is able to assist External Customers in finding and understanding event details such as schedules, pricing, venue information and participation requirements.
- **Ticket or registration booking:** The AI Agent is able to provide step-by-step guidance to complete routine event registrations or ticket purchases through Bookable.
- **Booking management:** The AI Agent is able to support External Customers in viewing, updating, rescheduling or cancelling their event bookings (where Bookable functionality allows).
- **Payment process guidance:** The AI Agent is able to assist External customers in navigating the online payment process for event bookings, including applying discount codes or vouchers.
- **Account access support:** The AI Agent is able to offer help to External Customers in relation to logging in, creating an account or resetting their credentials to access event booking services on Bookable.
- **Knowledge base navigation:** The AI Agent is able to direct External Customers to relevant articles, guides, or FAQs related to event booking processes of Bookable.
- **Self-Service troubleshooting:** The AI Agent is able to provide guides to External Customers through documented solutions for common booking issues (e.g. payment errors, confirmation not received).
- **Bookable navigation for Events:** The AI Agent is able to provide instruction to External Customers on how to use event-specific Bookable features, such as adding events to a personal calendar or downloading tickets.

13.4 Support Plus - AI Agent Capabilities

- **Guided navigation:** The AI Agent offers help to External Customers to assist with locating relevant services and options available in the Bookable platform.
- **Booking assistance:** The AI Agent provides routine step-by-step support for completing bookings successfully on Bookable.
- **Attekus online knowledge base access:** The AI Agent instant retrieval of relevant help articles and guides from the Attekus Knowledge Base.
- **Excludes third party applications and systems:** The AI Agent does not provide support in relation to systems and applications which do not form part of Bookable.
- **Support Business Hours:** Escalations to Attekus support personnel are provided during Support Business Hours on Business Days, as set out in Section.
- The AI Agent, by its nature as an Ai generative tool, generates responses to External Customer queries which may not be entirely accurate and correct. Attekus will not be responsible for any such inaccurate, incorrect or incomplete responses provided by the AI Agent.

13.5 Support Plus - Escalation to Attekus support personnel

Where the AI Agent routes a complex or unresolved External Customer query to the Attekus support personnel during Support Business Hours, as set out in Section 13.1 above, the following support will be provided:

- **Escalated Support by Attekus support personnel:** queries requiring further assistance are routed by the Ai Agent to the Attekus support team personnel during Support Business Hours to be responded to and resolved in accordance with the service levels set out in the table in Section 13.6 below.
- **Customer Business Process Queries:** Queries related to a Customer business processes, rules, bookings or events enquiries directly related to the Customer will be transferred to the nominated Customer personnel during standard Support Business Hours in accordance with the service levels set out in the table in Section 13.6 below.
- **Case Management:** Tracking and resolution of External Customer queries escalated to the Attekus support personnel will be managed and tracked in the same manner as the standard Support Services set out in the Agreement.

13.6 Support Plus - Support Levels

The following Service Levels apply for the provision of Support Plus:

Channel	Target Response*
Agentic AI – First Reply	Instantaneous (estimated 5 seconds or less to be generated)
Escalation to Support Team	Routed by Ai Agent to the Attekus support personnel within 5 minutes if an External Customer query is not resolved by the Ai Agent
Support Plus Team Level 1	Within 30 minutes within Business Hours or next Business Day
Indicator	Target*
Completion Rate	95%
CSAT	85%

**Attekus will use commercially reasonable efforts to comply with the stated target response times but will not be held liable should specified targets not be met.*

13.7 Support Plus - Exclusions

Support Plus will not include services, assistance or activities which are outside the agreed service scope as set out in Sections 13.1 – 13.6 above. The following are expressly excluded from Support Plus, unless otherwise agreed in writing:

- Custom development or Bookable platform changes: Modifications to the Bookable platform beyond standard configuration and support.
- On-Site Support: In-person customer service or training at the Customers premises.
- Support outside agreed channels: **Social media monitoring, SMS support, or other communication channels not listed in inclusions.**
- Specialist technical support: **Deep technical troubleshooting of third-party integrations or non-Bookable systems.**
- After-Hours Support by Attekus support personnel: Live human personnel phone/email support outside of the Support Business Hours between 8:00 am–6:00 pm AEDT on Business Days (unless separately agreed in writing between the Customer and Attekus).
- **Non-standard Customer related enquiries:** Responding to enquiries related to Customer specific business processes, operational rules, or general booking and upcoming event matters which are not connected with or related access to or use of Bookable, including but not limited to:
 - **Bond Processing:** guidance on bond payment requirements, assessment procedures, and refund processing in accordance with the Customer policies.
 - **Transaction Enquiries:** responding to questions about completed, pending, or failed transactions.
 - **Account Enquiries:** assisting customers in relation to their account status, balances, and account-related notifications.
 - **Credits, Refunds, and Adjustments:** providing information on eligibility, processing times, and methods for credits, refunds, or financial adjustments.
 - **Operational Complaints:** logging and escalating complaints related to the Customer's service delivery, facilities, or business operations, in line with agreed procedures.
 - **Over-the-Phone Payments:** facilitating payments in compliance with approved security and payment handling protocols.
 - **Customer Account Updates:** processing customer-requested updates to account information such as contact details, addresses, or communication preferences.
 - **Proposal Submissions and Application Processing:** providing guidance on how to submit proposals, applications, or permit requests, including status updates where applicable.
 - **General Event or Booking Information:** assisting with enquiries about event schedules, booking terms, venue details, and participation requirements.
 - **Escalation of Non-Standard Enquiries:** referring complex or policy-specific matters to designated Customer contacts as per agreed escalation protocols.
- **Support Plus does not include and Attekus will not be responsible for the following:**

- support for third-party applications or integrations not provided by Attekus;
 - custom development or training of the AI Agent beyond the training and learning capabilities as set out in this Section 13 and made available as standard by Attekus;
 - providing support in relation to a Force Majeure Event;
 - failure of the Customer's infrastructure or Internet link to the Support Plus AI Agent;
 - any issue related to any operating system, database, application or other code or materials not provided by Attekus;
 - any issue arising from any act or omission of a third party or that is not caused by Attekus or the SaaS Infrastructure Provider (Azure)(for example, hacking, denial of service attacks and the introduction of viruses);
 - any issue arising from failure to comply with any applicable law or requirements of governmental agencies that adversely affect Attekus' ability to provide Support Plus; and
 - Attekus will not be responsible for incorrect or incomplete responses by the AI Agent whether derived from the Attekus On-line Knowledge Base, Customer or third party supplied content or materials, or any vague, unclear, uncertain or confusing queries, replies or prompts submitted by any External Customer to the AI Agent.
-

Annexure E - Implementation Methodology for Onboarding Services

This Annexure E is attached to and forms an integral part of the Supplier Terms. Supplier's implementation methodology for the Onboarding Services are as set out below, and also made available [here](#), as updated by Supplier from time to time.

Project Implementation Methodology

1. Overview

Attekus is a trusted technology partner, delivering innovative 'Software as a Service' (SaaS) through our proprietary Attekus Bookable SaaS (Bookable). Our solutions are responsive, our customer service is responsive, and so too is our project implementation methodology. We adopt 'Agile Implementation Methodologies' rather than traditional rigid and linear deployment models, allowing for a more flexible, iterative, and collaborative approach. This enables on-boarding projects to adapt to change, remain aligned with customer value, and deliver results faster and more effectively.

The agile software implementation approach is designed to manage complexity of modern software projects, accommodate emerging requirements, and support incremental improvements throughout the project lifecycle. Individual customer requirements are worked on in incremental, interactive cycles, during which change, if needed, can be readily accommodated. Many organisations currently undertake their bookings processes either manually or using ad-hoc tools (such as Excel, Outlook, etc.), and as a result the need for flexibility throughout the process is paramount to ensure the experience gained throughout the project is constantly fed-back into the project to improve the implementation process and the end result for our customers.

2. Applying agile to Bookable

There is a great deal of complexity in the process of taking and managing bookings and events. However, unlike most technology projects that address complex business processes, the implementation of Bookable is less cumbersome than might be expected.

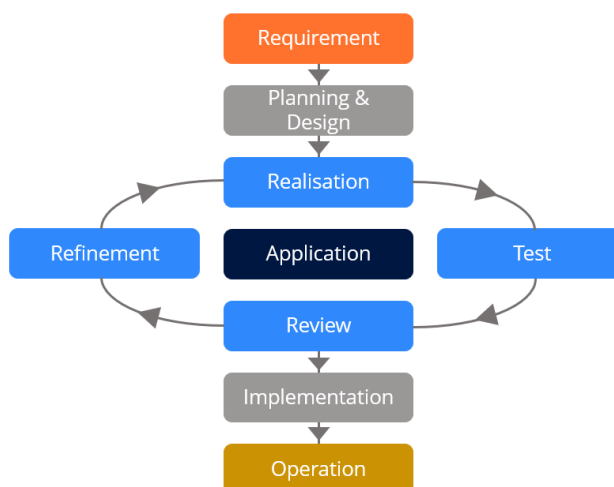
As a SaaS, Bookable is purpose-built for local government, schools, higher education, event management and the other key sectors Attekus serves, and as a result there are significantly less configuration requirements for our customer staff to understand, consider and carry out in order to achieve a finished product, than in most projects of this scale. Further, and supplemental to our implementation methodology, our extensive implementation experience has allowed us to establish a standardised Onboarding Services program (Onboarding Services), with a clearly defined scope, predictable deliverables, and a proven path to accelerated time-to-value for our customers.

Importantly, Bookable has been designed so that most of the implementation activities can be performed by the users of the system, without reliance on IT specialists or advanced software expertise.

So, how does Attekus apply Agile methodologies to the Bookable implementation process?

3. Process

Integral to the Agile implementation methodology are the iterative processes adopted throughout the project, for each phase of the project, as outlined in the diagram below:



Process Phases

4. Planning and Design Phase

Each project commences with a structured requirements, planning and design phase (**Planning and Design Phase**) where customer users are informed on Bookable's features and capabilities. At this point, we guide users through a process of designing the desired high-level 'end-state' outcomes. This end-state may evolve as the project progresses under the Agile framework.

The primary objective of this phase is to clarify:

- the customer's goals in relation to its use and application of Bookable; and
- the customer process changes required to achieve effective use of Bookable.

This Planning and Design Phase typically requires involvement and engagement with customer subject matter experts from each of the major asset/facility classes, who have a complete understanding of current processes, and the customer decision-makers with authority to confirm configuration requirements and decisions throughout the configuration design and subsequent phases.

During this phase, activities (which are typically carried out as part of the Attekus standard Onboarding Services) may consist of project initiation and kick-off, venue discovery, and build and training.

At the conclusion of this phase, a solution configuration design document (**Solution Configuration Design Document**) is completed and agreed forming the baseline for subsequent phases, and from which the next phases of the project can commence.

5. Build, Test and Deploy Phase

The Bookable project moves quickly from planning to realisation. This provides a more practical process for encouraging early user engagement and rapid learning.

The primary objective of this phase is to:

- Configure and integrate Bookable in line with the onboarding activities;
- To conduct testing (including functional, performance, and security testing, as applicable) to verify that the Bookable implemented solution conforms to documented requirements;
- To remedy any Bookable defects or issues identified during testing prior to deployment; and
- To deploy Bookable into the agreed operational environment in a controlled and secure manner.

During this phase, the users determine and confirm their facilities/venues as well as all the other peripheral settings in order to be able to see the system in a minimum viable state. This phase requires the project team members to work closely and make decisions regularly on what customer process changes need to occur in order to achieve their end-state. As subject matter experts, the project team members are expected to make process change decisions and feedback their decisions and any potential scope changes to the project team for review.

Throughout the realisation phase, the users will have gained significant knowledge about their processes and Bookable. This knowledge is continually fed-back into the building process to progressively move Bookable towards the agreed end-state.

This process of build, feedback, update also incorporates the rounds of 'User Acceptance Testing' (**UAT**) which provides a more structured approach to testing and feedback. Formal UAT occurs in up to two structured rounds to balance feedback with project timeframes.

During this phase the activities (which are typically carried out as part of the Onboarding Services) may consist of Configuration & System Admin Training, UAT Support (**User Acceptance Testing**), Financial Integration, Go Live Readiness and User Training, and Go-Live Support.

Once the Testing is complete, Bookable is considered finalised for the agreed end-state, and is ready for end user training and the customer change management activities before progressing to production in preparation for live productional use by the customer (**Go-live**). Once this point is reached no further configuration changes can be incorporated prior to Go-Live, and all new requirements must be raised through post-implementation processes.

6. Completion and Transition to Business as Usual

On Go-Live of Bookable, teams assess the completed product and provide feedback on the processes, the product and any future requirements or enhancements to be considered in subsequent phases. Additionally, the finalised Solution Configuration Design Document is handed over to the customer as part of the transition to normal 'Business as Usual'.

The primary objective of this phase is to:

- Confirm that Bookable has been delivered, configured, and accepted in accordance with the agreed Solution Configuration Design Document and acceptance criteria;
- To transition responsibility for Bookable from the implementation project team to the designated support and operational teams;
- To provide the customer with the agreed documentation, knowledge transfer, and training required for effective ongoing use and support of Bookable; and
- To ensure the customer has the capability to operate Bookable as part of its standard business processes, with Attekus providing support under the agreed service levels.

Project Controls

Project controls are necessary to ensure consistent governance, protect both parties, and provide the project teams with clear accountability and guidelines to follow as the project progresses.

7. Project Planning & Management

The Attekus assigned Project Manager will initiate the project with a kick-off session. Key project stakeholders are expected to attend the session. This session will include the following:

- Baseline project timeline and milestone review, with adjustments, if necessary;
- Review project operations, including progress reporting;
- Confirm key customer project personnel and contact details, including assigned project managers for both Attekus and the customer;
- Set up project steering committee (**Project Steering Committee**) and agree meeting schedule;
- Walk through all key project controls; and
- Define project team member roles responsibilities, and communication protocols.

Once design sessions are complete and the design is approved, this will form the project deliverables scope. Any deviation from the agreed scope must be approved via the 'Change Control' process, as set out in more detail in the 'Project Change Control' section below.

8. Resource Management

Attekus assigns resources per the agreed baseline schedule. The Attekus Project Manager will manage all Attekus resource assignments, including any additional requests for resourced assistance. If a customer requires a change to the baseline schedule, the change must be approved via the Change Control process before any changes in Attekus resource scheduling can take place.

Customers are expected to provide the required resources for the project and make them available to execute the tasks identified and agreed upon in the project plan. Where customer resources are unavailable, they must notify Attekus promptly. Failure to provide resources may delay the project. The RACI matrix provided in the attached Appendix A outlines the required standard resources for a successful project and includes the roles and responsibilities for both Attekus and the customer.

9. Project Change Control

All changes in the project are managed via a centralised Change Control process as set out below (**Change Control**), and may include some of the following project changes:

- Changes to scope and agreed Solution Configuration Design Document;
- Additional resourcing;
- Project schedule changes; and
- Cost changes (as a result of any of the above).

All proposed changes are to be initiated by the submission of a Change Request Form accessible on the Attekus Change Control system, and mutually agreed in writing between the parties (**Change Request**).

Minor requests (not impacting time, cost, or quality) may be jointly approved by project managers. All other requests require Project Steering Committee approval and mutually agreed Change Request. Only configuration scope changes are permitted in a Change Request. Requests to alter the core Bookable product fall outside project scope and may be separately considered by Attekus, on a case by case basis (in its entire discretion), as part of its standard review cycle of the Bookable Product Roadmap. Requests for a project change can be submitted at any time throughout the project. Once Change Requests are agreed, they are then implemented and formally reported on throughout the project lifecycle.

10. Environment Change Control

All configuration and required changes occur in a master environment* and are managed using the Change Control procedures, and include the following:

- All changes are tested and accepted by the customer;
- Changes are documented as per Change Control procedures and mutually agreed in a Change Request, including:
 - Description and details of the change;
 - Risks, mitigation and Impacts;
 - Date change will take effect;
 - Environment affected; and
 - Responsibility for the change.

Documented changes are approved by the assigned 'Change Authority Board' and agreed in a Change Request, or in agreement with the customer's existing process change mechanisms.

**In the scenario where a customer has already transitioned to Go-Live and operating within live production environment, all changes required to support new venues or events are made directly into the production environment using the Change Control procedures.*

11. Communication Management

For the duration of the project key communication and escalation channels need to be established, and escalation procedures put in place to ensure issues are resolved quickly at the appropriate level. These include, but are not limited to the following:

Meeting Type	Frequency	Agenda
Project Progress Meetings	Weekly	Progress Risk Monitoring Issue Management Resource Management Scope Review/Changes
Steering Committee	Monthly	Schedule/Deliverables/Scope and Risk progress Escalations Major scope and other changes
Change Authority Board meetings	Weekly	Review and approve Change Requests - Environments

Escalations related to any incident or issue regarding the project must be communicated by either the project manager of the customer or Attekus p, following these steps:

1. **Identify the Issue:**
 - Define the nature and severity of the issue (e.g. timeline, budget, technical); and
 - Confirm that the issue cannot be resolved at the current level.
2. **Evaluate the Escalation Need:**
 - Assess the urgency and impact on project goals; and
 - Determine if escalation aligns with the escalation criteria (e.g. budget exceeds tolerance, deadline risk).
3. **Escalate to Project Manager:**
 - Present the issue with supporting data; and
 - Provide potential solutions or actions already attempted.
4. **Review by Project Manager:**
 - Evaluate the problem and attempt resolution; and
 - If unresolved, document and prepare for further escalation.
5. **Escalate to Project Steering Committee:**
 - Present the issue with detailed impact analysis; and
 - Highlight resources required for resolution.
6. **Resolution or Escalation to Executive Project Sponsors:**
 - If the Project Manager/Committee cannot resolve the issue, escalate to Executive Project Sponsors or decision-makers; and
 - Obtain a final decision or directive.

12. Risk Management

Risk management in project implementations is a systematic process aimed at identifying, assessing, and mitigating risks that could impact the success of a project. A joint risk register is established at the beginning of the project during the Planning and Design Phase (**Risk Register**) and maintained throughout the project. Risks are reviewed on a weekly basis by the joint Project Managers and monthly by the Project Steering Committee.

The key steps involved:

1. **Risk Identification:** This initial step involves recognizing potential risks that could affect the project. These risks can stem from various sources such as technical challenges, resource constraints, or external factors like regulatory changes.
2. **Risk Assessment:** Once identified, each risk is analysed to determine its likelihood and potential impact on the project. This helps in prioritizing risks based on their severity.
3. **Risk Mitigation Planning:** Strategies are developed to minimize the impact of high-priority risks. This could involve creating contingency plans, allocating additional resources, or adjusting project timelines
4. **Risk Monitoring and Control:** Throughout the project lifecycle, risks are continuously monitored. This ensures that any new risks are identified promptly and that existing risks are managed effectively

5. **Communication and Reporting:** Keeping all stakeholders informed about the risks and the measures being taken to address them is crucial. Regular updates and transparent communication help in managing expectations and ensuring stakeholder buy-in

13. Issue Management

Issues arising throughout the project will be managed via the following process, with the customer and Attekus project managers jointly responsible for the management and monitoring of issues:

Issues can be collectively considered to fall into one of the following classes and categories:

Product/Technical:

- Software Defect;
- Configuration;
- Data Migration; and
- Integration.

Project:

- Resourcing;
- Change Management;
- Budget/Cost; and
- Schedule.

For all issues the following process applies:

Step 1: Identify Issues

- Encourage team members, stakeholders, or systems to report issues as they arise; and
- Clearly articulate the issue, if it is a Bookable product/technical issue, include replication and supporting information such as testing results and screenshots where applicable.

Step 2: Log Issues

- Record issues in our Issues Log or tracking system; and
- Key details to include:
 - Issue ID and title;
 - Description and background;
 - Date of identification;
 - Priority level (e.g. high, medium, low); and
 - Assigned owner.

Step 3: Assess and Prioritise

- Project Managers will evaluate each issue based on:
 - **Impact:** How significantly it affects the project; and
 - **Urgency:** How soon it needs resolution to avoid further disruption.
- Assign a priority (e.g. Critical, High, Medium, Low) to guide resolution efforts.

Step 4: Assign Ownership

- Assign an Issue Owner responsible for reviewing and resolving the issue; and
- Clearly define the owner's accountability and timeline for resolution.

Step 5: Develop and Implement Action Plan

- Determine the best course of action (e.g. workaround, permanent fix);
- If needed, escalate the issue (e.g. Project Steering Committee or Executive Project Sponsor) for decision-making; and
- Implement the agreed resolution.

Step 6: Monitor and Track Progress

- Regularly update the status of the issue (e.g. "Open," "In Progress," "Resolved," or "Closed"); and
- Track progress in the Issue Log and communicate updates to stakeholders.

Step 7: Verify and Close

- Confirm that the resolution effectively addresses the issue without causing additional problems; and
- Update the Issue Log with resolution details and mark the issue as "Closed".

All issues will be managed via the Attekus issue management system.

14. Acceptance Management

Acceptance management in any software implementation is a critical process that ensures the delivered software meets the agreed-upon requirements and is ready for deployment. Below are the key components of acceptance management for Bookable or other applicable software:

- **Defining Acceptance Criteria:** This involves setting clear, concise, and testable conditions that the software must meet to be considered complete. These criteria are usually derived from the user requirements and are agreed upon by all stakeholders during the initial Planning and Design Phase.
- **Acceptance Testing:** This phase involves executing tests based on the acceptance criteria performed by the customer to verify that the software functions as expected. It is the customer's responsibility to develop Acceptance tests in line with its key processes and outcomes sought.
- **User Involvement:** Engaging end-users early and throughout the testing process is crucial. Their feedback helps ensure the software meets their needs and expectations, customers are expected to ensure that the users building and performing User Acceptance Testing are the subject matter experts in their business process area.
- **Documentation and Sign-off:** Once the software passes all acceptance tests, the results are documented, and formal sign-off is obtained from stakeholders. This sign-off indicates that the software is ready for production deployment and Go-Live.

15. Governance

Overall governance of the project requires checkpoints at each phase ensures the project meets its goals. This includes a formal Steering Committee, to enable strategic monitoring of progress, the removal of roadblocks and the review of actions, risks and issues that may derail progress.

As part of the initial Planning and Design Phase, a Steering Committee will be established with the following roles expected to participate.

- **Project Steering Committee:** Provides strategic direction and oversight. The committee should have the following key personnel assigned at a minimum:

- Executive Project Sponsor/Decision Maker (Customer);
- Project Manager (Customer);
- Executive Project Sponsor/Decision Maker (Attekus);
- Project Manager (Attekus) ;
- Lead Team Member (Customer); and
- Principal Consultant (Attekus).
- **Executive Project Sponsor:** Ensures the project aligns with business objectives. This key role must have the authority to act and take decisions as required, unblock issues and escalations and champion the project across the organisation
- **Project Manager:** Manages day-to-day project activities of schedule, resources, budget, scope and quality
- **Lead Team Member:** Is a representative from the customer's business area considered the lead Subject Matter Expert.
- **Principal Consultant:** is a lead experienced senior consultant with deep product and practice knowledge

16. Project Reporting

The objectives of Project Reporting are to provide:

- A clear view of the project's status;
- Highlight risks, issues, and opportunities;
- Facilitate decision-making with actionable insights; and
- Ensure alignment with project goals and stakeholder expectations.

Reporting Types and Frequency

- **Status Reports**
 - **Frequency:** Monthly.
 - **Focus:** Progress on milestones, key metrics, and immediate risks/issues.
 - **Audience:** Project team and Executive Project Sponsors.
- **Executive Reports**
 - **Frequency:** Monthly or quarterly.
 - **Focus:** High-level overview, KPIs, budget adherence, and major decisions required.
 - **Audience:** Project Steering Committee, Executive Project Sponsors, Executives.
- **Risk and Issue Reports**
 - **Frequency:** As needed (or part of status reports).
 - **Focus:** Detailed analysis of risks, mitigation plans, and unresolved issues.
 - **Audience:** Project Manager, Steering Committee.
- **Change Management Reports**
 - **Frequency:** When significant changes occur.
 - **Focus:** Impact of scope, budget, or schedule changes.
 - **Audience:** Change Control Board, Executive Project Sponsors.
- **Lessons Learned/Closure Reports**
 - **Frequency:** End of the project.
 - **Focus:** Achievements, challenges, and recommendations for future projects.
 - **Audience:** All stakeholders.

Summary

Attekus has selected the Agile methodology for its implementation projects because the inherent iterative and collaborative processes facilitate effective and productive customer and Attekus project team engagement, enabling the project teams to effectively adapt, configure and implement Bookable as they learn and experience more throughout the project. This implementation methodology is also proven to provide greater engagement of stakeholders at all levels throughout the project, deliver faster and more effective results, and ultimately a better end-state solution for our customers.

Project RACI Matrix

R – Responsible
A – Accountable
C – Consulted
I – Informed

Project Deliverables	Executive Sponsor - Attekus	Project sponsor - Council	Project Manager - Attekus	Project Manager - Council	Lead Consultant - Attekus	Consultant(s) - Attekus	SMG Facilities - Council	SMG Recreation - Council	SMG Function Centre - Council	SMG Other - Council	Business Analyst(s) - Council	Other(s) - Attekus and Council	Finance Rep. - Council	IT Rep. - Council
	Project Leadership		Project Mgt Team		Project Implementation Team								Others	
Project Initiation	CI	CI	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	CI	CI
Discover, Configuration	I	I	R	R	RA	RA	RA	RA	RA	RA	RA	RA	CI	CI
Integration	I	I	R	R	RA	RA	-	-	-	-	CI	I	RA	RA
Training & change mgt.	I	I	R	R	RA	RA	RA	RA	RA	RA	RA	RA	CI	I
Data migration	I	I	R	R	RA	RA	CI	CI	CI	CI	CI	CI	CI	RA
UAT	CI	CI	R	R	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA
Go live	CI	CI	RA	RA	RA	RA	CI	CI	CI	CI	CI	CI	I	I
Hypercare & support	CI	CI	RA	R	RA	RA	CI	CI	CI	CI	CI	CI	I	I

Appendix A

Annexure F - Data Processing Agreement

This Annexure F is attached to and forms an integral part of the Supplier Terms. Supplier's Data Processing Agreement is set out below, and also made available [here](#) as updated by Supplier from time to time.

Data Processing Agreement

This **Data Processing Agreement (DPA)** is attached to and forms an integral part of the Supplier Terms.

1. Definitions and Interpretation

1.1 In this DPA, unless the context otherwise requires:

- **Affiliate** means an entity that controls, is controlled by, or is under common control with, Supplier.
- **Attekus Bookable SaaS** is the Supplier's SaaS ('Software as a Service') as defined in the Supplier Terms.
- **Buyer Personal Data** means any Personal Data which is provided by the Buyer to the Supplier or processed by the Supplier on behalf of the Buyer, under the Call-Off Contract.
- **Call-Off Contract Period** has the meaning given in the Supplier Terms.
- **Data Protection Legislation** has the meaning given in the Supplier Terms.
- **Data Subject** has the meaning given in the Data Protection Legislation.
- **Processing** has the meaning given in the Data Protection Legislation.
- **Security Incident** means any actual or suspected Personal Data Breach or security incident affecting Buyer Personal Data.
- **Services** has the meaning given in the Supplier Terms.
- **Sub-Processor** means any processor engaged by the Supplier to process Buyer Personal Data.
- **Supplier Group** has the meaning given in the Supplier Terms.
- **Supplier Terms** means the terms and conditions of the Supplier (Attekus UK Ltd) which form part of the Call-Off Contract entered into between the Supplier and Buyer (as defined in the Call-Off Contract).

1.2 Capitalised terms not defined in this DPA have the meaning given in the Supplier Terms.

1.3 In addition, "**Controller**", "**Personal Data**", "**Personal Data Breach**", and "**Processor**" will have the meanings given in the Data Protection Legislation.

1.4 For the purposes of this DPA, the Supplier Terms and the Call-Off Contract, the Buyer acts as **Controller** and the Supplier acts as **Processor**.

1.5 In the event of any inconsistency between this DPA and the Supplier Terms and Call-Off Contract, this DPA prevails solely in relation to the Processing of Personal Data.

2. Compliance with Data Protection Laws

2.1 Each party will comply with its respective obligations under Data Protection Legislation.

2.2 The Buyer warrants that it has a lawful basis for Processing Buyer Personal Data and for instructing the Supplier to Process such data.

2.3 The Buyer is responsible for providing all required privacy notices and ensuring it has an appropriate lawful basis (and, where required, obtaining any necessary consents) for Processing Buyer Personal Data.

3. Processing of Buyer Personal Data (Article 28(3)(a))

3.1 The Supplier will Process Buyer Personal Data only:

- on documented instructions from the Buyer (including those set out in the Supplier Terms, Call-Off Contract and this DPA); or
- to the extent required by applicable law, in which case the Supplier will notify the Buyer unless prohibited by law.

3.2 The Supplier will not Process Buyer Personal Data for any purpose other than providing the Attekus Bookable SaaS and the Services.

3.3 If the Supplier reasonably believes that a Buyer instruction infringes Data Protection Legislation, it will promptly notify the Buyer and, where reasonably necessary, suspend the relevant Processing pending resolution.

4. Confidentiality (Article 28(3)(b))

4.1 The Supplier will ensure that all its personnel authorised to Process Buyer Personal Data are subject to appropriate confidentiality obligations.

5. Security Measures (Article 28(3)(c) and Article 32)

5.1 The Supplier will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures addressing:

- confidentiality, integrity, availability and resilience of systems;
- protection against unauthorised or unlawful Processing; and
- protection against accidental loss, destruction or damage of Buyer Personal Data.

5.2 The Buyer acknowledges that the Attekus Bookable SaaS and the Services are delivered via a multi-tenant SaaS environment and that the Supplier may update its security measures from time to time, provided those measures continue to comply with Data Protection Legislation.

6. Security Incidents (Article 28(3)(f))

6.1 The Supplier will notify the Buyer without undue delay after becoming aware of a Security Incident and, where practicable, within 48 hours.

6.2 The notification will include details reasonably available at the time, including:

- the nature of the Security Incident;
- categories and approximate volume of Buyer Personal Data affected (where known); and
- measures taken or proposed to mitigate the effects.

6.3 The Supplier will:

- investigate the Security Incident;
- take reasonable steps to mitigate impact and prevent recurrence; and
- provide proportionate updates as material information becomes available.

6.4 Except where required by law, the Supplier will not notify Data Subjects or regulators without prior consultation with the Buyer.

7. Data Subject Requests (Article 28(3)(e))

7.1 The Supplier will promptly notify the Buyer if it receives a Data Subject request relating to Buyer Personal Data.

7.2 Taking into account the nature of the Processing, the Supplier will provide reasonable assistance to enable the Buyer to respond to such requests.

7.3 The Supplier may, acting reasonably, refuse or limit assistance where:

- the right does not apply;
- an exemption applies; or
- the Buyer can fulfil the request without Supplier assistance.

8. Assistance with Regulatory Obligations (*Article 28(3)(f)*)

8.1 The Supplier will provide reasonable assistance to enable the Buyer to comply with its obligations under Articles 32–36 UK GDPR taking into account the nature of Processing and the information available to the Supplier, including in relation to:

- security of processing;
- breach notification;
- data protection impact assessments; and
- consultations with regulators.

8.2 Assistance will be limited to information reasonably available to the Supplier and shall not require disclosure of legally privileged or confidential security information.

8.3 Where the Buyer requests assistance under clauses 7 or 8 that is beyond the Supplier's standard provision of Services and support obligations, or requires material additional effort, the Supplier may charge the Buyer its reasonable costs for providing such assistance (at the rates agreed for the Services in the Call-Off Contract), provided the Supplier informs the Buyer in advance.

9. Sub-Processors (*Article 28(3)(d)*)

9.1 The Buyer provides general written authorisation for the Supplier to engage Sub-Processors to provide the Attekus Bookable SaaS, including the third party hosting platform provider as specified in the Call-Off Contract (including, Microsoft Azure).

9.2 The Supplier will:

- enter into written agreements with Sub-Processors imposing obligations equivalent in all material respects to this DPA; and
- remain responsible for Sub-Processor performance in accordance with Data Protection Legislation.

9.3 The Supplier will notify the Buyer of any material changes to Sub-Processors in writing (which may include by updating a published list of its Sub-Processors). The Buyer may raise reasonable objections on data protection grounds within 10 Business Days of notice, and the parties will work in good faith to resolve those objections.

10. International Transfers (*Chapter V UK GDPR*)

10.1 Where Buyer Personal Data is transferred outside the UK, the Supplier will ensure appropriate safeguards are in place, including Standard Contractual Clauses, UK IDTA/UK Addendum or other lawful transfer mechanisms.

10.2 Buyer acknowledges and agrees that the Supplier relies on its Affiliates within the Supplier Group in order to provide its Services and the Attekus Bookable SaaS to the Buyer, and that as such the Supplier may provide them access to the Buyer Personal Data in order to supply the Attekus Bookable SaaS and Services to the Buyer under the Supplier Terms and the Call-Off Contract. Buyer further acknowledges and agrees that the Supplier Affiliates may be located in Australia and shall, subject to the Supplier's compliance with clause 10.1 of this DPA, have access to Buyer Personal Data from within Australia.

11. Audit and Compliance (*Article 28(3)(h)*)

11.1 The Supplier will make available information reasonably necessary to demonstrate compliance with this DPA.

11.2 Audits will:

- be limited to once per 12-month period (unless required by law);
- audit scope limited to data protection compliance relating to the Attekus Bookable SaaS and associated Services;
- be conducted on reasonable prior notice;
- remote audit to be used unless on-site audit is strictly required by applicable Data Protection Legislation (taking into account that the Supplier is a remoted based business);
- be at the Buyer's cost;
- not unreasonably disrupt Supplier operations or compromise the confidentiality of other customers; and
- the output of any audit will be confidential and be governed by the confidentiality obligations in the Supplier Terms.

11.3 The Buyer acknowledges that third-party certifications, independent audit reports and security attestations may satisfy audit requirements.

12. Return or Deletion of Data (*Article 28(3)(g)*)

12.1 Upon termination or expiry of the Call-Off Contract, the Supplier will delete or return Buyer Personal Data in accordance with the Supplier Terms, unless retention is required by law.

12.2 Where retention is required by law, the Supplier will isolate and cease all other Processing of such data.

13. Liability

13.1 Liability arising under this DPA will be subject to the exclusions and limitations of liability set out in the Supplier Terms.

14. Survival

14.1 This DPA will survive termination or expiry of the Supplier Terms for so long as the Supplier continues Processing Buyer Personal Data.

Appendix 1 – Article 28(3) Processing Details

Subject matter:

Processing of Buyer Personal Data which is uploaded, processed and used within the Attekus Bookable SaaS pursuant to the Supplier Terms and Call-Off Contract.

Duration:

For the Call-Off Contract Period and any post-termination deletion or return period provided for in the Call-Off Contract.

Nature and purpose:

- The Supplier's provision of the Attekus Bookable SaaS for Buyers, consisting of booking, event, appointment and resource management 'software as a service' and related Onboarding Service, Support Services and Professional Services (and use of Sub-Processors associated with the provision of the Attekus Bookable SaaS), as defined and set out in more detail in the Supplier Terms and the Call-Off Contract.
- The Supplier's provision of the Attekus Bookable SaaS for the Buyer and its end users to access, use and make bookings for events, appointments, resources and carry out other actions, interactions and transactions when using the Attekus Bookable SaaS.
- The use of Sub-Processors associated with the provision of the Attekus Bookable SaaS, including the third party hosting platform provider as specified in the Call-Off Contract (including, Microsoft Azure).
- The Supplier complying with any applicable obligations required by the Data Protection Legislation, and the instructions of the Buyer required under the Call-Off Contract.

Categories of Data Subjects:

The Buyer's end users of the Attekus Bookable SaaS, Buyer and its employees, contractors and other individuals whose data is uploaded by those who access or in any way use the Attekus Bookable SaaS.

Types of Personal Data:

- The Supplier does not determine the types or categories of Buyer Personal Data uploaded to the Attekus Bookable SaaS, and the Supplier processes such data only as may be instructed by the Buyer or as otherwise required to provide the Attekus Bookable SaaS and Services to the Buyer under the Supplier Terms and Call-Off Contract.
- Contact details, booking records, transactional data and other data uploaded by the Buyer (as determined and under the control of the Buyer) and the Data Subjects, to the Attekus Bookable SaaS, in the course of accessing and using the Attekus Bookable SaaS (as determined and under the control of the Buyer).
- Buyer Personal Data that is submitted or uploaded into the Attekus Bookable SaaS that is needed for the Buyer and its end users to access, use and make bookings for events, appointments, resources and carry out other actions, interactions and transactions when using the Attekus Bookable SaaS. The Buyer is the controller of the Buyer Personal Data held on the Attekus Bookable SaaS which is required by the Buyer to create such bookings and use the Attekus Bookable SaaS.
- The Buyer Personal Data about Buyer employees and contractors that the Supplier may collect to complete account administration, set-up and operations to ensure the function, operation and use of the Attekus Bookable SaaS.
- The Buyer Personal Data that Attekus Bookable SaaS collects about the service user access technical information (e.g. browser, IP address).
- The details of Data Subjects interactions with the Attekus Bookable SaaS.

The Buyer determines and controls the type, categories and extent of Personal Data uploaded to the Attekus Bookable SaaS.

Annexure G – Optional Project Services

Project Services	
<i>Delete if Project Services are NOT included in the Order</i>	
Description of Project Services	The Project Services will consist of the following: <i>[If applicable, specify the scope of the Project Services]</i>
Estimated days for Project Services	<i>[If applicable, specify the estimated amount of days for the provision of Project Services]</i> Any additional days will be charged at the Daily Rate specified in this table below.
Daily Rate (ex. VAT)	[]
Project Services Fees (ex. VAT)	(a) Estimate of Fees for the Project Services based on the estimated days and Daily Rate as specified above: [] (b) Unless otherwise specified the Fees for Project Services are calculated on a time and materials basis, payable monthly in arrears, and any total figures given are estimates only.
Estimated Travel and Expenses (ex. VAT)	[]

Application Managed Services (AMS) – Service Description & Statement of Work

1. AMS Service Description

The AMS to be provided by the Supplier to the Buyer consists of the provision of application management, configuration services, Buyer enablement, Buyer delivery management and value added services as set out in **Clause 2 (Scope of AMS)** below in relation to the Products forming part of the SaaS purchased by the Buyer under the Call-Off Contract, which have been accepted and used by the Buyer in a live production environment in accordance with the Supplier Terms.

2. Scope of AMS

AMS Activity Category	Service Type	Description of AMS
Application Management	Access Management	(a) User and Profile Administration (b) User Access updates (c) Additions and Changes to permissions (d) User access audit reporting
	Business Services	(a) Maintain Public holidays and availability (b) End of Year maintenance (c) End of year pricing updates (d) Adhoc pricing updates (e) Adhoc Event setup
	Operations	(a) Financial pre-audit reconciliation assistance (Annual)
Configuration	Changes and Updates	(a) Template and site re-branding (b) Additional new venue configuration or updates (c) New feature configuration (where licenced) (d) General requested configuration Maintenance
Buyer Enablement	Training	(a) Standard and Customised training sessions [Remote]
Buyer Delivery Management	Inclusive	(a) Facilitation of regular monthly AMS Status meetings (b) Delivery of AMS Status Reporting (c) Monthly AMS Program Summary (d) Management and coordination of AMS Service Requests
Value Add Services	Additional AMS related Services	(a) Annual Health Check (b) Major Release Deep Dive - Access to Online Training (c) Service Reporting - System Health (d) System Analytics bundle - Buyer site traffic reporting and statistics

3. Exclusions – not included in the AMS:

- (a) The following activities are outside of the scope of the AMS:
 - (i) Onboarding Services, including scoping, implementation and configuration of any Supplier products not previously implemented;
 - (ii) Project Services performed separately by the Supplier consulting team. These services include but are not limited to:
 - Design, implementation or integration of solutions;
 - Enhancing Supplier integration capability;
 - Develop complex stored scripts for integration purposes; and
 - Data migration from legacy systems.

4. Assumptions for the provision of AMS:

- (a) The Buyer:
 - (i) will assign team members that are familiar with their subject matter areas and the Buyer's needs in relation to the Products and AMS;
 - (ii) will assign team members who are authorised to make decisions on behalf of Buyer and act as a single point of reference for all operational support issues related to the Products and AMS;
 - (iii) will make available its resources as may be required from time to time to enable the Supplier to provide the AMS; and
 - (iv) will assess and document AMS related issues prior to submitting an AMS Service Request to Supplier.
- (b) The **Attekus Buyer Support Portal** (as notified by Supplier to the Buyer) will be used to manage all AMS Service Requests.

Assumptions: Buyer Specific

[None] [insert if any Buyer specific assumptions]

5. AMS Service Requests: Supplier will schedule and commence the provision of AMS as follows:

- (a) The Buyer may log AMS service requests to the Supplier for the provision of AMS specifying:
 - (i) the AMS service request date;
 - (ii) details of the AMS required; and
 - (iii) level of priority (if applicable), ("AMS Service Request").
- (b) The Buyer must log all AMS Service Requests via the **Attekus Buyer Support Portal**.
- (c) On receipt of each AMS Service Request Supplier will provide the Buyer with a response acknowledging receipt of the logged AMS Service Request and confirm the scheduling and commencement of the AMS.
- (d) AMS Service Requests will be actioned based on priority and then by date be logged with prior requests actioned first. The Buyer may request that the priority of a request be adjusted to take a higher priority at any time by notifying Supplier in writing.
- (e) Supplier will provide the AMS as scheduled up to the allotted purchased AMS hours purchased for each AMS Service Period.
- (f) Unused AMS Service Request hours do not carry over to subsequent monthly AMS Service Periods. For the avoidance of doubt, hours not utilised in an AMS Service Period are forfeited in that month and do not carry over to the following AMS Service Period.
- (g) The AMS will be provided during the following **AMS Business Hours: Monday – Friday between 9:00am and 5:00pm GMT on Business Days**.

- (h) The Supplier AMS team will respond to the Buyer within the target response times as set out in the table in **Clause 8** below for the **AMS Service Level Objectives**. Where applicable, an estimate of the time to complete the AMS Service Request will be provided to the Buyer.
- (i) The parties will carry out an assessment of the AMS after the initial six (6) months after the Commencement Date to determine the Buyer's ongoing AMS requirements and whether the parties wish to agree to any amendment to the AMS for the remainder of the AMS Call-Off Contract Period.

6. Additional AMS Service Requests:

- (a) Additional AMS hours in an AMS Service Period may be purchased by the Buyer, by the Buyer's representative sending an email to the Supplier's representative confirming the Buyer's request to either:
- (i) purchase additional AMS Service hours for the specified AMS Service Period; or
 - (ii) bring forward AMS Service hours allocated to a future AMS Service Period;
- and Supplier's acknowledgement and acceptance via email.
- (b) The additional AMS Service hours will commence as soon as practical or as agreed by the parties in writing in accordance with clause 6(a) above.

7. Additional Critical AMS Service Requests

As part of the AMS the Buyer is also entitled and have access to scheduled out-of-hours 'on-call' (stand-by) application management and process support for critical business events and processes ("**Critical AMS Service Requests**"). The Buyer will be required to activate these Services by the Buyer's representative sending an email to the Supplier's representative requesting these Services at least two (2) weeks in advance. The additional Fees for providing these Critical AMS Service Requests are as follows:

Location of support	Critical AMS Service Requests - Additional Fees: (ex VAT)
Remote Support	○ On-Call Fees of [] per hour; and ○ If activated by the Buyer, Fees will be: [] per hour, with a minimum of 4 hour blocks for each Critical AMS Service Request.

8. AMS Service Level Objectives

The Supplier recognises the importance of ensuring it promptly responds to, schedules and commences the AMS requested by the Buyer. The table below provides the **target response and commencement times for the priority levels assigned to the AMS Service Requests** logged by the Buyer. Supplier will use commercially reasonable efforts to comply with the **stated target response and commencement times** but will not be held liable should specified targets not be met.

Delivery Method	Priority of AMS Service Requests	Definition Guidelines for determining Priority of AMS Service Requests - where the Buyer has logged an AMS Service Request in relation to:	Target Response Times*	Target Commencement Time for the provision of AMS*
Remote	Priority 1 – Critical	(a) Critical business activities are severely impacted by the SaaS/Products which is affecting all Buyer internal and/or external users; or (b) Security may be compromised by the SaaS/Products.	1 Hour	2 Hours
	Priority 2 – Urgent	(a) Buyer core business activities impacted by the SaaS/Products are limited; (b) External Buyers are severely adversely affected by the SaaS/Products; or (c) The SaaS/Products adversely impacts the Buyer's ability to meet near term business deadlines.	2 Hours	1 day
	Priority 3 – High	(a) A workaround exists to support a business process affected by the SaaS/Products; or (b) Changes are required to support a moderately impactful business process which is having a negative effect on activities.	0.5 day	2 days
	Priority 4 – Medium	(a) The request relates to issues with the SaaS/Products which have a low impact on the Buyer's current business activities; or (b) The request relates to an issue with the SaaS/Products which does not fall within the categories above.	0.5 day	3.5 days

* **Target Response Times and Target Commencement Times** are stated to be during AMS Business Hours. For the purposes of Target Response Times and Target Commencement Times, '1 day' is a period of 24 hours of a Business Day.

***Target Response Time** is the time, during AMS Business Hours, which Buyer can expect to receive acknowledgment of the AMS Service Request.

***Target Commencement Time for the provision of AMS**, is the time, during AMS Business Hours, which Supplier must commence the provision of AMS related to the corresponding AMS Service Request.

9. AMS Reporting and Meetings

Supplier will provide the following reports and undertake the following meetings with the Buyer as part of the AMS:

Report/ Activity	Frequency	Description and Purpose
AMS Program Activity Review Meetings	Once Monthly	Supplier will meet (remotely) with the Buyer to review AMS activities and ensure that future Buyer requests are prioritised and that appropriate resources and skills are planned and scheduled as requested, and that the Buyer is receiving optimum benefit from the AMS.
AMS Service Request Summary Report	Once Fortnightly	Overview of AMS Service Request activity within the current reporting month, including summary AMS Service Requests hours consumed, and the balance remaining for the current period (month).
AMS Status Report	Once Monthly	Monthly overview of AMS program including summary of AMS Service Requests completed within the Reporting Period (month), summary of requests open and AMS program recommendations.

Annexure I – Shared Responsibility Model

This Annexure I is attached to and forms an integral part of the Supplier Terms.

Supplier's Shared Responsibility Model is set out below, and also made available [here](#) as updated by Supplier from time to time.

Shared Responsibility Model

This Shared Responsibility Model sets out the respective responsibilities of Attekus (Supplier) and the Buyer in relation to the delivery, operation, security and use of the Attekus Bookable SaaS.

This model supports the Service Definition Document and forms part of the Supplier Terms.

Responsibility Key	
Supplier:	Attekus
Buyer:	Customer organisation / Authority
Shared:	Joint responsibility of Supplier and Buyer

Shared Responsibility Matrix

Area	Responsibility
Hosting and Infrastructure	
Provision and management of the cloud hosting environment	Supplier
Availability, resilience and scalability of the Attekus Bookable SaaS	Supplier
Physical data centre security (via cloud hosting provider – Microsoft Azure)	Supplier
Buyer network connectivity and internet access	Buyer
Buyer devices and endpoint security	Buyer
Attekus Bookable SaaS - Application and Platform	
Attekus Bookable Product - application and platform	Supplier
Patching, updates and enhancements	Supplier
Configuration options available within the Attekus Bookable SaaS	Supplier
Selection and application of configuration settings	Buyer
Business rules, workflows and booking policies	Buyer
Data Management and Protection	
Secure hosting and storage of Buyer data	Supplier
Logical separation of customer data	Supplier
Encryption of data in transit and at rest	Supplier
Backup and restoration capability	Supplier
Accuracy, quality and legality of data entered into the service	Buyer
Data classification and retention decisions	Buyer
Compliance with data protection obligations	Shared (Supplier acts as processor; Buyer acts as controller)
Data subject requests and breach notifications	Shared (Supplier supports within processor role; Buyer leads controller decisions)
Identity and Access Management	
Application-level role-based access controls	Supplier
Supported authentication mechanisms	Supplier
User provisioning, role assignment and de-provisioning	Buyer
Credential management and access policy enforcement	Buyer
Investigation of access-related incidents	Shared (Supplier investigates platform access; Buyer investigates user and device access)
Security and Assurance	
Platform security controls and monitoring	Supplier
Vulnerability management and security patching	Supplier
Buyer internal security policies and user training	Buyer
Security incident response coordination	Shared (Supplier leads platform investigation; Buyer leads user/device investigation)
Audit and assurance cooperation	Shared
Service Management and Support	
Service desk operation and support processes	Supplier
Incident, problem and change management	Supplier
SLA monitoring and reporting	Supplier
Timely incident and fault reporting	Buyer
End-user support (unless agreed in the Call-Off Contract)	Buyer
Major incident management	Shared
Business Continuity and Disaster Recovery	
Disaster recovery architecture for the Attekus Bookable SaaS	Supplier
Backup execution and restoration capability	Supplier
Disaster recovery testing	Supplier
Buyer organisational business continuity planning	Buyer
Invocation of disaster recovery during live incidents	Shared

Area	Responsibility
Integrations and Third-Party Services	
Maintenance of specified standard supported integrations and APIs	Supplier
Third-party systems and data sources	Buyer
Custom or non-standard integrations	Buyer
Investigation of integration-related incidents	Shared
Legal, Commercial and Governance	
Compliance with contractual obligations for provision of the Attekus Bookable SaaS	Supplier
Management of sub-processors	Supplier
Maintenance of required insurance	Supplier
Procurement compliance and internal approvals	Buyer
Change control and risk escalation	Shared
Other – Supplementary Documentation	
These areas of responsibility of the parties are supplemented by the following documents:	
Annexure D – Specifications for the SaaS and Onboarding Services	As specified in the document
Annexure E – Implementation Methodology for Onboarding Services	As specified in the document
Privacy Definition Document – G Cloud 15: Attekus Attekus Bookable	As specified in the document

Clarifications

The Supplier is responsible for the secure operation and availability of the SaaS.

The Buyer is responsible for configuration, governance and use of the SaaS.

The Supplier is not responsible for Buyer internal systems, data accuracy, user actions or third-party services not provided by the Supplier, unless expressly agreed in the Call-Off Contract.



About Attekus

Attekus is an Australian-founded technology company specialising in the design, delivery and operation of Software as a Service (SaaS) solutions for public sector, local government and education organisations. Since 2017, Attekus has delivered reliable, enterprise-ready platforms supporting complex, high-volume service delivery for councils, education providers and government agencies.

Attekus' SaaS platforms are used by more than 120 organisations across Australia and New Zealand to deliver community-facing services at scale. The company applies a disciplined implementation and service management approach, enabling predictable delivery, configuration aligned to organisational requirements, and stable ongoing operations. Reliability, security and ease of use are embedded by design, supporting long-term service continuity and operational assurance.

Through its G-Cloud 15 offering, Attekus provides the UK public sector, local government and education organisations with a proven, low-risk solution delivering controlled implementation and reliable service outcomes.

Experience starts here.