

SERVICE SCHEDULE

DEVELOPMENT AND OPERATIONAL APPLICATION SUPPORT

This is a Service Schedule as defined in the Agreement. Where the Development Application Support Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to Clauses are to Clauses of the Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

1 Additional Definitions

In this Service Schedule the following definitions have the following meanings:

Application means the software application developed by the Supplier;

Bug means a problem with an existing piece of functionality that is not in production. Bugs can be found in development versions of software including software that might have been released to a client for a User Acceptance Test (UAT);

Development and Operational Application Support Services means the provision of technical support by the Supplier to the Company to assist with the Company's use of the Application;

Extended Working Hours means standard daytime operating hours between 7:00 am and 7:00 pm on a Business Day;

Failure means any issue with an existing piece of functionality found in the production environment

Response Times means those response times identified as such in paragraph 3.1 for the Supplier to respond to a ticket logged by the Company;

Service Hours means the hours identified in the table set out in paragraph 3.1;

Service Severity means the following priority levels as set out below:

Priority 1 Catastrophic business disruption, system or systems failure which is stopping the business from operating.

Priority 2 Severe business disruption or user critical issue, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.

Priority 3 Business disruption or multiple user issue, multiple users are experiencing an impacting issue, or a significant reduction in system performance.

Priority 4 Minor business disruption or user issue, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

Priority 5 Job or Task, a request to undertake a defined job or task.

Working Hours means standard daytime operating hours between 8:00 am and 6:00 pm on a Business Day.

2 Service Scope and Description

2.1 This Development and Operational Application Support Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.

2.2 The provision of the Service is subject to payment by the Company of the Supplier's Charges for installation and support services, as set out in the Order form or as subsequently agreed between the parties from time to time.

2.3 The Supplier will:

- (a) provide the Company with remote support within either Waking Hours or Extended Waking hours;
 - (i) manage all incidents within the agreed Response Times;
 - (ii) minor Failure fixes to Supplier created and supported Applications, as specified in the Order, including any Applications developed in the Power Platform or Power BI service. The supplier will assess each request and determine if the Failure can be addressed in a reasonable amount of time with limited impact. If the Failure is found to be related to other software or underlying Third Party Software or Foundation Systems, infrastructure or hardware not provided by the Supplier, or where there is deemed to be a potential business impact to implementing the fix, or a significant amount of time is required to investigate and implement a fix, these will be regarded as out of scope and will be addressed where available by utilising development days, or by a defined project
 - (iii) minor Power BI report amendments (if developed by the Supplier and specified in the Order).
 - (iv) minor Power Automate and Power Apps updates (if developed by the Supplier, and specified in the Order)
 - (v) minor SharePoint developed code updates
- (b) provide a quarterly service improvement service which will include:
 - (i) process and application improvement review;
 - (ii) security and performance review
 - (iii) application framework review
 - (iv) future roadmap planning and support

The service improvement services will be delivered remotely unless otherwise agreed by the parties.

- (c) provide development days, as specified in the Order, to manage Bugs and Application changes, and deliver any recommendations for the service improvement reviews. When these days have been spent, or the total annual allocation has been consumed, the Supplier will quote the Company for additional days, the Company is not obliged to order these days. Development days accrued cannot roll over Agreement anniversaries, and allocation is subject to available capacity. Any deficit in development days on the Agreement anniversary will be automatically invoiced.

- (d) for each major release of the software provide early life support, early life support will be defined and agreed as part of the scope of the major release and will use the development days

2.4 The Supplier will not:

- (a) manage or support any other applications that are not specifically listed in this Service Schedule or defined in the Order form;
- (b) support third party tools or environments, other than those specifically stated in this Service Schedule or defined in the Order form;
- (c) provide any change management where the Company does not have any or sufficient development days available, for the change, any change outside of the development days will be quoted for. All work will be undertaken as a project, and project management time will be required as part of the overall allocation of days
- (d) provide installation and associated configuration and migration or data transformation work for any Applications. Where a supported Application may require re-installation the Supplier will use reasonable endeavours to re-install the Application, provided the Company can provide the software and the Supplier can gain remote access with the required privileges to the Company's device;
- (e) be liable for any licensing and associated charges for software or services that are running on or associated with any of the Services provided under this Schedule, unless such Licenses have been provided by the Supplier and are listed on the Order form. Should it be deemed by an appropriate authority that the Supplier is liable for any licensing, the Company agrees to pay for such licensing unless they are able to prove that the Supplier installed the software without the Company's permission;
- (f) be liable for any future fix for any code which has been provided to the Company;
- (g) provide training to the Company on the functionality and use of the Application, unless specified in the Order form; or
- (h) provide any other activity or service that is not set out in this Services Schedule.

2.5 The Company will:

- (a) take responsibility for carrying out all deployment, configuration, and management of services not provided by the Supplier. The Supplier may take on these tasks at an additional cost to the Company or bespoke professional services engagements, outside the scope of this Development Application Support Service;
- (b) be responsible for ensuring that any data provided by the Company and that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the Company; and
- (c) ensure appropriate connectivity is provided and maintained (unless the Supplier is providing these connectivity services) to ensure the Supplier has access to provide the Development Application Support Services.

3 Response Times

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours or Extended Waking Hours	Within 60 minutes
Priority 2	Waking Hours	Within 2 hours
Priority 3 or 4	Waking Hours	Within 4 hours
Priority 5	Waking Hours	Within 8 hours

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 5 Business Days the event will be classified as a Business Critical Service Failure, save where
 - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - (ii) where any failure is deemed out of scope as defined in paragraph 2.3(a)(ii), or
 - (iii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - (iv) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
 - (v) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

4 Planned maintenance

4.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.

4.2 During the period of any planned maintenance as detailed in paragraph 4.1, the Response Times will not apply.