

SPECIFIC CONDITIONS F2 – Service Management

SPECIFIC CONDITIONS F2 - SERVICE MANAGEMENT

These Specific Conditions govern the Service Management Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form (including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions")).

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- "CSIP" means as defined in paragraph 8.2;
- "Dedicated Service Manager" means a Service Manager whose working focus will be primarily to the Customer and whose working location will be flexible, as required, to deliver the Service Management to the Customer accordingly;
- "Enhanced Service Manager" means a Service Manager or other Company Personnel who will from time to time visit Customer Premises and whose working location will be flexible, as they may be required to attend other locations from time to time, including but not limited to other sites of the Company or of other customers, as further detailed in Table 1 (Service Management Tiers) in paragraph 4.7;
- "Premium Service Manager" means a Service Manager or other Company Personnel who will from time to time visit Customer Premises and whose working location will be flexible, as they may be required to attend other locations from time to time, including but not limited to other sites of the Company or of other customers, as further detailed in Table 1 (Service Management Tiers) in paragraph 4.7;
- "Reports" means the relevant Service Management reports to be provided in accordance with paragraph 11;
- "Service Management" means the management of the Services described in these Specific Conditions;
- "Service Management Tier" means the selected level of Service Management stated in the Order Form, which can be Standard, Enhanced, Premium or Dedicated as more particularly described in Table 1 (Service Management Tiers) in paragraph 4.7;
- "Service Manager" means the Company's service manager responsible for overseeing the delivery of the Services to the Customer, reporting on the Company's performance, being the principle point of contact for escalation of any quality of service issues and managing the service lifecycle in conjunction with the Company's operational service delivery teams;
- "SIP" means as defined in paragraph 8.1;
- "Standard Service Management" means a Service Manager or other Company Personnel whose permanent working location will be at an office or other site of the Company; and
- "Supported Equipment" has the meaning given in Specific Conditions F1 - Engineering Services.
- 1.2 All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions and/or in Specific Conditions X3 – Standard Operational Services.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the Service Management shall be the date specified as such in the Order Form or, if no date is specified, the Effective Date of this Contract.

3 MINIMUM TERM

- 3.1 The Minimum Term for the Service Management shall be as set out in the Order Form, or if no Minimum Term is specified, twelve (12) calendar months from the Commencement Date.

4 SERVICE MANAGEMENT

- 4.1 The Company will provide a named Service Manager for the Customer for the Services. The Service Manager may be Standard, Enhanced, Premium or Dedicated as specified in the Order Form. Any addition, modification or adjustment to the type of Service Manager and/or the Service Management Tier agreed in the Order Form for a period longer than 14 days must be agreed in writing between the parties as a Variation to this Contract.
- 4.2 If, for any reason, any named Service Manager will be unavailable for the performance of the Service Management (including but not limited to annual leave, training, promotion, resignation, dismissal, ill health or accident), the Company will as soon as reasonably practicable substitute a suitably experienced replacement.
- 4.3 The Company will not permanently (or for any period of time greater than one (1) month) substitute an alternative or replacement Dedicated Service Manager under this Contract without having first obtained the Customer's approval, such approval not to be unreasonably withheld or delayed.
- 4.4 The Company will provide Service Management to the Service Management Tier specified in the Order Form in accordance with Table 1 (Service Management Tiers) in paragraph 4.7 and in accordance with paragraphs 5, 6 and 7, as applicable.
- 4.5 The Company will organise and hold service review meetings at the frequency set out in Table 1 (Service Management Tiers) on such dates as mutually agreed between the parties. The service review meetings will be held by video conference, either as a conference call only or potentially using video conferencing. The Service Manager is not required to attend service review meetings in person, unless the Service Manager is Enhanced, Premium or Dedicated.
- 4.6 The Company will use its reasonable endeavours to ensure that the Service Manager is available within Normal Working Hours on reasonable notice to provide all such reasonable assistance or information that the Customer may require in relation to the management of the Services.
- 4.7 The Company will provide the Management Services accordance with Table 1 below (Service Management Tiers), depending on the type of Service Management specified in the Order Form.

Table 1 – Service Management Tiers

	Standard	Enhanced	Premium	Dedicated
	SM-SYNS	SM-SYNE	SM-SYNP	SM-DED
Meeting Frequency				
Service Review Meeting	Quarterly conference call	Quarterly face to face meeting and monthly conference call	Monthly face to face meeting	Bespoke
Strategic Review Meeting	Not applicable	Annually face to face	Annually face to face	Bespoke
Service Elements				
Service Reporting	Quarterly	Monthly	Monthly	Bespoke

	Standard	Enhanced	Premium	Dedicated
	SM-SYNS	SM-SYNE	SM-SYNP	SM-DED
Lifecycle Management	Annual	Annual	Annual	As required
Service Improvement Plan	As required	As required	As required	As required
Continual Service Improvement	Not applicable	Yes	Yes	Bespoke
Operations Manual Maintenance	Standard	Enhanced	Enhanced	Bespoke
Escalation Management	Included	Included	Included	Included
Pre go-live engagement and management of new customers into live service	Included	Included	Included	Included

5 STANDARD SERVICE MANAGEMENT

- 5.1 Standard Service Management is served by Company Personnel who are based at an office or other site of the Company. This Service Management Tier provides Service Management engagement from the Company, with service review meetings held virtually, either as a conference call only or potentially using video conferencing.

6 ENHANCED AND PREMIUM SERVICE MANAGEMENT

- 6.1 Enhanced and Premium Service Management is served by Company Personnel who are mobile and can work from any of the Company's office locations or, on occasions, from Customer Premises or other Sites. This Service Management Tier provides regular Service Management engagement from the Company, with service review meetings and strategic review meetings held face-to-face either at the Company's sites or Customer Premises.

7 DEDICATED SERVICE MANAGEMENT

- 7.1 Where Dedicated Service Management is specified in the Order Form, the Company will provide the Dedicated Management Services in accordance with the column with the heading "Dedicated" in Table 1 (Service Management Tiers). Unless otherwise expressly agreed, the Dedicated Service Manager will be primarily focused on the Customer's Services and will devote such time as may be necessary for the proper performance of the Service Management.

8 IMPROVEMENT PLANS

- 8.1 The Company will, on a reactive basis in response to an issue or concern raised by the Customer, initiate and own a service improvement plan ("SIP") using the Company's standard action and risk register templates to address any shortfalls in the Services identified by the Customer. The SIP will be used to collate and track targeted improvement initiatives, actions and the relevant progress made against each in response to the relevant issue.
- 8.2 Where identified in Table 1 (Service Management Tiers) that the Service Management includes continual service improvement, the Company will on a proactive basis initiate and own a continual service improvement plan ("CSIP") using the Company's standard action and risk register templates to monitor the service delivery and address any identified shortfalls. The CSIP will be used to collate and track continuous service improvement initiatives, actions and the relevant progress made against each. The CSIP will be an agenda item within the regular service review meetings to discuss any service improvement initiatives and their progress.

9 SERVICE OPERATIONS MANUAL

- 9.1 Where identified in Table 1 (Service Management Tiers) that the Service Management includes for a "Standard" service operations manual, the Company will create, on or shortly after the Commencement Date, an operations manual, which will be maintained and owned by the Company and shared with the Customer on request. The template and content to be captured and maintained within the operations manual is at the Company's discretion and will identify the following information relevant to the Customer:
- 9.1.1 key Company contacts;
 - 9.1.2 support contact details;
 - 9.1.3 escalation matrix;
 - 9.1.4 in-scope service summary;
 - 9.1.5 operational process overviews; and
 - 9.1.6 Customer contacts and authorisation matrix; and
 - 9.1.7 such other information as this Contract expressly requires.
- 9.2 Where identified in Table 1 (Service Management Tiers) that the Service Management includes for an "Enhanced" service operations manual, the Company will create, on or shortly after the Commencement Date, an operations manual in accordance with paragraph 9.1, together with the following additional information relevant to the Customer:
- 9.2.1 the Customer architecture and Service detail;
 - 9.2.2 core/critical business application details; and
 - 9.2.3 any agreed Customer-specific processes.

10 STRATEGIC REVIEW MEETINGS

- 10.1 For either Enhanced, Premium or Dedicated Service Management, the Company will organise a strategic review meeting according to the frequency set out in Table 1 (Service Management Tiers), on dates mutually agreed between the parties, as follows:
- 10.1.1 the strategic review meetings will be held as either a face-to-face meeting at the Company's Site or Customer Premises, or as a conference call, potentially using video as well as audio, as mutually agreed between the parties; and
 - 10.1.2 the Company will be represented by a member of its management team, the account manager aligned to the Customer and the Service Manager.

11 REPORTING

- 11.1 The Company will provide Reports at the frequency set out in Table 2 (Reporting). The Reports will be delivered electronically, either as an emailed attachment or via a web portal.
- 11.2 Where the Company is providing Services for Supported Equipment under this Contract, the Company will provide a lifecycle management report on an annual basis, either on or around the anniversary of the Commencement Date or an alternative date agreed between the Company and the Customer, identifying the following information:
- 11.2.1 a list of all Supported Equipment;
 - 11.2.2 an identifier per item of Supported Equipment of the Vendor's lifecycle status (for example 'end of sale', 'end of support', 'sunset announcement');
 - 11.2.3 any known end of sale, end of support, end of life dates as available from the Vendor; and

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11.2.4 recommendations to remedy any Supported Equipment that has a supportability status requiring action now or in the future, in accordance with the Vendor's advice or based on the Company's opinion as a good practice approach to address the supportability requirement.

11.3 Subject to paragraph 11.4, the Company will provide the following Reports as part of the Service Management:

Table 2 - Reporting

Report	Description	Frequency
Service Performance Report	A standard Service report identifying the Company's Service Level performance against all Services, with contextual information, including regarding the volume of incidents and/or service requests managed by the Company	Annually, quarterly, monthly or bespoke as per the Service Management Tier
Capacity Report	A standard report, as specified by the Company, providing information on the capacity used for the Enterprise Plus service option.	Monthly or quarterly as agreed with the Customer
Availability Report	A standard report, as specified by the Company, providing information on the availability used for the Enterprise Plus service option.	Monthly or quarterly as agreed with the Customer
Lifecycle Management Report	As provided in accordance with paragraph 11.2	Annually on or around the anniversary of the Commencement Date

11.4 Capacity Reports and/or availability Reports are only delivered where the Company is providing an Enterprise Plus service option as identified in the Order Form. The lifecycle management Report is only delivered where the Company is providing Services for Supported Equipment under this Contract.

12 CUSTOMER OBLIGATIONS

12.1 The Customer will:

12.1.1 where applicable, provide the following accommodation and services free of charge for the benefit of the Dedicated Service Manager for the duration of the provision of the Service Management at the relevant Customer Premises:

- (a) connection to the Customer's computer servers and/or internet connection (but for the avoidance of doubt, not the provision of laptops or computers);
- (b) suitable office and desk accommodation and the use of all normal office facilities, including telephones, printers and other office facilities;
- (c) all usual site catering and welfare facilities, available for the Customer's own employees; and
- (d) such other facilities that may be stipulated in the Order Form and/or are reasonably required by the Dedicated Service Manager for the provision of the Service Management;

12.1.2 identify, confirm and provide the details of a relevant peer within the Customer's organisation to be the primary interface to the Service Manager;

12.1.3 assist in setting End User expectations in respect of the Service Levels and relevant service limitations across its business; and

12.1.4 provide to the Company a relevant contact list of relevant Customer Representatives for the purposes of the Services and provide regular updates to such list. This list will include all contact details for the Customer's internal escalation routes and standby call-out rotas.

12.2 The Customer will ensure that escalation of Service issues to the Service Manager occur only from the Company's Representative (and not End Users) and only once the relevant operational escalation processes (for example service desk processes) have been followed without resolution or such process have otherwise failed.

13 EXCLUSIONS FROM THE SERVICES

13.1 The following are excluded from Service Management:

13.1.1 where any configuration of Reports and/or additional reporting is specified in this Contract, any reconfiguration of such Reports or any other additional reports;

13.1.2 any technical and/or operational responses based on the output of the Reports;

13.1.3 any performance management of third party break-fix maintenance providers, including any responsibility for managing that third party provider's responsibilities to meet any service levels to the Customer (except where that provider is directly contracted via the Company to provide the services to the Customer under this Contract);

13.1.4 in providing the lifecycle management report and/or capacity and/or availability reports, responsibility for providing pricing and/or taking remedial action on behalf of the Customer as part of any support agreement, unless and until the parties agree otherwise as a Variation to this Contract;

13.1.5 technical consulting and/or or training, provided that the Service Manager will otherwise answer all reasonable non-technical enquiries received from the Customer's Representatives; and

13.1.6 with regards to SIPs and CSIPs, at no time shall the Company be obliged to use or contribute to a Customer-owned action and risk register template. Service Management is priced solely on the basis of the Company using its own documents and templates.

14 GENERAL

14.1 The parties agree that the Service Management provided under this Contract is a contract for services and not of employment or secondment. It is the parties' intention that the Service Manager and other relevant Company Personnel shall not have the status of employees of the Customer during the Term.

14.2 The Company may at its discretion grant access permission to the Customer to use a reporting and management service portal, which is designed to facilitate the Company's Service Management under this Contract. The Company understands that while the Company may elect, in its discretion, to make such portal available at no charge, the Company makes no promise, guarantee or commitment to do so or to maintain any such access if granted.

14.3 The Company will use reasonable endeavours to procure that the Service Manager complies with all relevant Customer policies relating to the Customer Premises where the Service Manager will be working, including but not limited to site access and security, use of information and communication systems, anti-harassment and bullying, no smoking and dress code policies.

15 CHARGES AND INVOICING

15.1 The Charges for Service Management are as identified in the Order Form. The Charges will be invoiced quarterly in advance, with the first invoice issued by the Company on or around the Commencement Date for Service Management and quarterly thereafter, prior to each relevant quarter.

15.2 The Charges for Enhanced, Premium and Dedicated Service Management include all reasonable travel and other expenses incurred by the Service Manager in visiting the Customer Premises for the purposes of Service Management in accordance with the normal frequencies provided for in these Specific Conditions, but for the avoidance of doubt excluding international travel and any other travel to Customer Premises and/or Sites that are not the Service Manager's usual place of work for the Customer.

15.3 The Charges for Standard Service Managers do not include any allowances for travel and other expenses. To the extent that the Company agrees that the Service Manager (or any other Company Personnel) will travel to any Customer Premises for the purposes of Service Management, all relevant travel, accommodation and other expenses, shall be charged to the Customer in addition to the Charges.