

SPECIFIC CONDITIONS I6 – ONDEMAND SERVICES

These Specific Conditions govern the OnDemand 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**”), which shall be deemed to be incorporated into the Contact for the performance of any OnDemand Services performed under these Specific 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:
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| “Backlog” | means a list of work, prioritised by the Customer, which is required to support a larger strategic plan; |
| “Change Squad” | means the team that will deliver change through infrastructure and applications modernisation, adhering to the Engagement Management Method; |
| “Cloud Architect” | means the IT professional(s) responsible for converting the Customer’s technical requirements of a project into the architecture and design that will deliver it. The Cloud Architect will ensure adherence to technical and security good practice; |
| “Cloud Engineer” | means the IT professional(s) responsible for technical duties associated with the completion of the Backlog; |
| “Custom” | means an Engagement Type as detailed in paragraph 8 of these Specific Conditions; |
| “OnDemand Services” | means the provision of on-demand access to dedicated technical expertise and skills for transformation, engineering, and support. These resources are known as the Change Squad and/or Run Squad; |
| “Domain Specialist” | means the IT professional(s) who bring specific domain knowledge to deliver against the Backlog; |
| “Engagement Type” | means the different quantity of OnDemand Hours and either Custom, Foundation or Scale resource type as further detailed in paragraph 8 of these Specific Conditions; |
| “Engagement Management” | means the management practices and processes that the Engagement Manager will adhere to; |
| “Engagement Manager” | means a dedicated business professional assigned to the Customer to manage the execution of the Engagement Management Method and the primary point of contact for the Customer; |
| “Engagement Management Method” | means the method used to deliver the Customer’s vision and priorities, their defined end state/aspiration, and the Backlog; |
| “Foundation” | means an Engagement Type as detailed in paragraph 8 of these Specific Conditions; |
| “OnDemand Hours” | means the committed number of hours available to the Customer in any given month as specified in the Order Form; |
| “Run Squad” | means the team that will provide the technology support function to the Customer using Site Reliability Engineering (SRE) as the delivery method; |
| “Scale” | means an Engagement Type as detailed in paragraph 8 of these Specific Conditions; and |
| “Site Reliability Engineering” or “SRE” | means an engineering discipline devoted to helping an organisation sustainably achieve the appropriate level of reliability in their systems, service, and products. |
- 1.2 All other capitalised terms which are not defined in paragraph 1.1 shall have the meaning stated in the Conditions.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the OnDemand Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the OnDemand Services to the Customer.
- 2.2 Notwithstanding paragraph 2.1, the Customer shall not be entitled to cancel or terminate any OnDemand Services for convenience. Any order for OnDemand Services shall be binding on the Customer from the Commencement Date until the date upon which the Company has delivered the OnDemand Services in full.
- 2.3 The Company will use its reasonable endeavours to deliver the OnDemand Services during the period (if any) stated in the Order Form or, if no such period is stated or other time for performance is specified, the OnDemand Services shall be provided within a reasonable time from the Commencement Date.

3 MINIMUM TERM

- 3.1 The Minimum Term for the OnDemand Services is thirty calendar days.
- 3.2 Unused OnDemand Hours not spent across the contracted Engagement Type do not carry over to the following month.
- 3.3 The Customer can request an upgrade to its Engagement Type. If agreed by the Company in writing, this upgrade will commence on the first day of the following month.
- 3.4 The Customer may only request a downgrade to its Engagement Type after the expiry of thirty (30) day following the Commencement Date. If agreed by the Company in writing, the requested downgrade will commence on the first day of the following month.

4 CHANGE SQUAD

- 4.1 The Change Squad will comprise of Cloud Architect(s), Cloud Engineer(s), Domain Specialist(s), and an Engagement Manager. Where the Customer is taking Change Squad services, the Change Squad may conduct some, or all of the tasks below;
- 4.1.1 the deployment of infrastructure or applications into cloud environments;
- 4.1.2 the modification of existing infrastructure to reduce cost, increase performance, and scale optimisation;

- 4.1.3 the modernisation of infrastructure deployment and pipelining, following good practice utilising cloud native tooling;
- 4.1.4 the creation and enhancement of software delivery and deployments;
- 4.1.5 the provision of recommendations regarding enablement, automation, and transformation;
- 4.1.6 the recommendation of best practice approaches to cloud native capabilities;
- 4.1.7 building a practice of ongoing innovation, rather than focussing on break-fix;
- 4.1.8 the use of system, platform, and toolset profiling to design best fit solutions; and
- 4.1.9 the analysis of existing systems to allow future growth.

5 RUN SQUAD

- 5.1 The Run Squad will comprise of SRE Engineer(s), Domain Specialist(s), and an Engagement Manager. Where the Customer is taking Run Squad services, the Run Squad may conduct some, or all of the tasks below;
- 5.1.1 conducting application reliability reviews with developers and stakeholders;
 - 5.1.2 providing 24x7 proactive break-fix support in the cloud environment;
 - 5.1.3 providing engineering support across various workloads, including incident and problem management, change management, security, and compliance;
 - 5.1.4 enhancing the security and performance of infrastructure through collaboration with other teams;
 - 5.1.5 developing scripts to automate infrastructure and monitoring services;
 - 5.1.6 designing meaningful dashboards, logging, alerting, and response mechanisms to proactively identify and address issues and
 - 5.1.7 utilizing appropriate tools to monitor application performance and ensure compliance with SLOs (monitoring volume, availability, latency, and errors).

6 ENGAGEMENT MANAGEMENT METHOD

- 6.1 Where the Customer is taking Run Squad and/or Change squad services the Company will provide Engagement Management. Following the relevant Engagement Management Method, the Engagement Manager may conduct some or all the tasks below:
- 6.1.1 playing a significant role in building, maintaining, and enhancing the relationship between the Company and the Customer;
 - 6.1.2 functioning as the day-to-day liaison between the Customer senior stakeholders and the Company;
 - 6.1.3 understanding the Customer needs, strategic goals, and business objectives via the Backlog to appropriately prioritise;
 - 6.1.4 planning the timeline, squad requirements, and setting clear expectations to the Customer;
 - 6.1.5 functioning as an escalation point for any Backlog related issues;
 - 6.1.6 creating, maintaining, monitoring, and reporting progress and dependencies;
 - 6.1.7 providing steering level reporting for review meetings;
 - 6.1.8 maintaining a communication plan to drive delivery and priorities;
 - 6.1.9 supporting the Change Squad and/or the Run Squad to effectively deliver against the Backlog;
 - 6.1.10 setting up meetings between the Customer and the Change Squad and/or Run Squad (as appropriate); and
 - 6.1.11 holding review meetings with the Customer to measure progress against the Backlog and priorities.

7 SERVICE DELIVERABLES

- 7.1 Unless otherwise stated in the Order Form, the Customer acknowledges that the OnDemand Services are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.
- 7.2 Run Squad services can only be used on Customer environments that have been created by the Change Squad. Technical remediation will be allocated to the Change Squad as a Backlog item.
- 7.3 Change Squad services shall be performed during Normal Working Hours only.
- 7.4 Run Squad services shall be performed during Normal Working Hours only, unless otherwise specified in the Order Form.
- 7.5 If the Company becomes aware that it will be unable to complete any of the Backlog items, it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant OnDemand Services will be performed.
- 7.6 If, for any reason, any Company Personnel engaged in the OnDemand Services become unavailable for the delivery of the services, the Company will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 7.7 Any addition, modification, or adjustment to the scope of the OnDemand Services agreed in the Order Form must be agreed in writing by the parties.
- 7.8 The Company will organise meetings at the frequency, and on such dates as mutually agreed between the parties. Meetings will be held virtually, either as an audio conference call or as a video conference call. In some cases, meetings in person will be held at a time and frequency, as agreed by the parties.
- 7.9 The parties agree that nothing in this Contract shall render the Company Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Company Personnel.
- 7.10 Upon termination of this Contract, or part of this Contract under which the OnDemand Services are provided, the Company will deliver to the Customer all input materials and property belonging to the Customer, which may be in the possession or under the control of the Company.

8 ONDEMAND ENGAGEMENT TYPES

- 8.1 Where the Order Form details that Change Squad and/or Run Squad services are to be provided; the Company will provide the Change Squad and Run Squad services in accordance with this paragraph 8.
- 8.2 There are three Engagement Types available for the Change Squad and three Engagement Types available for the Run Squad. Each Engagement Type consists of a set number of maximum OnDemand Hours available to the Customer.
- 8.3 The Change and Run Squad services will be in accordance with the Engagement Type specified on the Order Form.
- 8.4 The Engagement Types are set out at Table 1 and 2 below,

TABLE 1: CHANGE SQUAD ENGAGEMENT TYPES

ENGAGEMENT TYPE	ONDEMAND HOURS PER MONTH
Foundation	256
Scale	384
Custom	384+

TABLE 2: RUN SQUAD ENGAGEMENT TYPES

ENGAGEMENT TYPE	ONDEMAND HOURS PER MONTH
Foundation	128
Scale	256
Custom	256+

9 CUSTOMER OBLIGATIONS

- 9.1 The Customer shall:
- 9.1.1 provide the Company with reasonable assistance in order for the Company to perform the OnDemand Services; and
 - 9.1.2 ensure that personnel familiar with the Customer's programs, applications and requirements of the OnDemand Services are available to the Company and shall fully cooperate with the Company Personnel to enable the OnDemand Services to be performed.
- 9.2 Unless otherwise provided by the Company under this Contract, the Customer will remain responsible for all third-party hardware, software, services, and/or infrastructure necessary to enable the provision of the Change Squad and/or Run Squad services.
- 9.3 The Customer shall remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services, and processes unless agreed otherwise in writing with the Company.
- 9.4 The Customer will ensure timely participation and engagement with the Engagement Manager and approve the requests submitted by the Company, such approval not to be unreasonably withheld or delayed.

10 CHARGES

- 10.1 The Charges for the Change Squad and/or Run Squad services are as specified in the Order Form.
- 10.2 The Charges for the Change Squad and/or Run Squad services will be invoiced in advance, with the first invoice issued by the Company on the Commencement Date and monthly thereafter, unless stated otherwise in the Order Form.