

Schedule 3

Performance Levels

Part 1: Performance Indicators and Service Credits

1 Not used

2 Performance Indicators

- 2.1 Appendix A sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by each Supplier.
- 2.2 Each Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part 2.
- 2.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 3, 4 and 6.

3 Service Points

- 3.1 If the level of performance of each Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to Supplier B and no Service Credits shall accrue as applicable to Supplier A in respect of that Key Performance Indicator.
- 3.2 If the level of performance of each Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator:
 - 3.2.1 Service Points shall accrue to Supplier B in respect of that Key Performance Indicator as set out in Paragraph 3.3 and
 - 3.2.2 Service Credits shall accrue to Supplier A in respect of that Key Performance Indicator as set out in Appendix A.
- 3.3 The number of Service Points that shall accrue to Supplier B in respect of a KPI Failure shall be the applicable number as set out in Appendix A depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 4.2 shall apply.
- 3.4 If the Business Continuity Plan and/or the Disaster Recovery Plan is invoked under Schedule 26B (Service Continuity and Corporate Resolution Planning), then the Supplier B Performance Indicators, together with their associated Service Points, Service Credits and Availability requirements, shall be relaxed as agreed in the Business Continuity Plan and/or Disaster Recovery Plan pursuant to Paragraphs 4.2.3 and/or 5.3.3 of Schedule 26B (Service Continuity and Corporate Resolution Planning).
- 3.5 Any Supplier Non-Availability or KPI Failure which arises from a Force Majeure Event, subject to Clause 30 (Force Majeure), shall not be counted for the purposes of the relevant Supplier's Service Points, Service Credits or Availability calculations.

4 Repeat KPI Failures and Related KPI Failures

Repeat KPI Failures

- 4.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **Repeat KPI Failure**.
- 4.2 In respect of Supplier B the number of Service Points that shall accrue to in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in Appendix A depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Worked example based on the following Service Points regime for Service Availability:

Service Availability (Production) Severity Levels		Service Points
Target Performance Level:	99.9%	0
Minor KPI Failure:	99.0% - 99.9%	1
Serious KPI Failure:	98.0% - 98.9%	2
Severe KPI Failure:	97.0% - 97.9%	3
KPI Service Threshold:	below 97%	4

Example 1:

If Supplier B achieves Service Availability (Production) of 99.5% in a given Measurement Period, it will incur a Minor KPI Failure for Service Availability in that Measurement Period and accordingly accrue one Service Point. If, in the next Measurement Period, it achieves Service Availability of 97.5%, it will incur a Severe KPI Failure and accordingly accrue three Service Points, but as the failure is a Repeat Failure, this amount is doubled and so each Supplier will incur six Service Points for the failure (i.e. $SP = 3 \times 2$). If in the next Measurement Period it achieves Service Availability of 97.5%, Supplier B will again incur six Service Points.

Example 2:

If Supplier B achieves Service Availability of 97.5% in a given Measurement Period, it will incur a Severe KPI Failure for Service Availability in that Measurement Period and accordingly accrue three Service Points. If, in the next Measurement Period, it achieves Service Availability of 99.5%, it will incur a Minor KPI Failure and accordingly accrue one Service Point, but as the failure is a Repeat Failure, this amount is doubled and so each Supplier will incur two Service Points for the failure (i.e. $SP = 1 \times 2$). If in the next Measurement Period it achieves Service Availability of 97.5%, Supplier B will incur six Service Points.

Related KPI Failures

- 4.3 If any specific Key Performance Indicators refer to both Service Availability and System Response Times, the System Response Times achieved by each Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is

determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, each Supplier shall not incur any Service Points or Service Credits as applicable for failure to meet System Response Times in circumstances where such failure is a result of, and each Supplier has already incurred Service Points or Service Credits as applicable for, the Service being Non-Available.

5 Permitted Maintenance

5.1 Each Supplier shall be allowed to request, via the change management processes mutually agreed by the Parties from time to time, a maximum of 35 hours Service Downtime as follows:

5.1.1 for Supplier A: Permitted Maintenance distributed across the relevant Pillar Group (as defined in Section 6.5 of the Supplier A ERP Terms, as inserted by Paragraph 5.3 of Appendix A of Schedule 34 (ERP Supplier Terms)). For clarity, the maximum of 35 hours' Service Downtime referred to in this Paragraph 5.1 is an aggregate figure across all Pillar Groups and not within each specific Pillar Group;

5.1.2 for Supplier B: Permitted Maintenance distributed across the components of Supplier B's Supplier Solution described in Appendix 1 of Schedule 8 (Supplier Solution),

in any one Service Period which shall take place: (i) between the hours and on the day specified in the Maintenance Schedule; and (ii) in the case of Supplier A as further described at Section 17.11 of the Supplier A ERP Terms (as inserted by Paragraph 17.1 of Schedule 34 (ERP Supplier Terms)), in each case save for where otherwise agreed in writing with the Authority, it being accepted that the Authority shall act reasonably in response to any such request from the Supplier.

6 Service Credits

6.1 In respect of Supplier B:

6.1.1 Schedule 15 (Charges and Invoicing) sets out the mechanism by which Service Points shall be converted into Service Credits; and

6.1.2 the Authority shall use the Performance Monitoring Reports provided pursuant to Part 2, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

6.2 In respect of Supplier A:

6.2.1 Service Credits shall be payable in accordance with the provisions of Schedule 15 (Charges and Invoicing), and as further described in Section 6.5 of the Supplier ERP Terms, as incorporated into Paragraph 5.3 of Appendix A of Schedule 34 (ERP Supplier Terms).

7 Severity of Incidents

7.1 When the disaster recovery service has been invoked, Service Incidents affecting Production and/or as applicable Disaster Recovery Services, as described in:

7.1.1 (in respect of Supplier A) Schedule 34 (ERP Supplier Terms); and

7.1.2 (in respect of Supplier B) Schedule 26B (Service Continuity Plan and Corporate Resolution Planning),

shall be categorised according to business impact in accordance with the definitions of Severity 1 Service Incident, Severity 2 Service Incident, Severity 3 Service Incident and Severity 4 Service Incident in Schedule 1 (Definitions).

- 7.2 Incidents affecting the Non-Production Environments will be categorised according to business impact as Severity 3 or Severity 4 Incidents and reported separately as KPIs.
- 7.3 It is acknowledged that the Parties will develop operational management services under the auspices of Schedule 21 (Governance) within 3 months of the first Operational Services Commencement Date, which will include the ability of the Parties to amend, change and re-designate the severity of Service Incidents.

Part 2: Performance Monitoring

1 Performance Monitoring and Performance Review

- 1.1 Within ten (10) Working Days of the end of each Service Period, each Supplier shall provide:
- 1.1.1 a report to the Authority Representative which summarises the performance by each Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the **Performance Monitoring Report**); and
 - 1.1.2 a report created by each Supplier to the Authority's senior responsible officer which summarises each Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.4 (the **Balanced Scorecard Report**).
- 1.2 In the case of Supplier A it is acknowledged that Supplier A's responsibilities in respect of the provision to the Authority Representative of the Performance Monitoring Report and the Balanced Scorecard Report shall be to (i) provide reasonable cooperation to Supplier B and (ii) provide reasonable assistance and access to information related to Supplier A Operational Services as may be reasonably requested by Supplier B in provision of the Performance Monitoring Report and Balanced Scorecard Report.

Performance Monitoring Report

- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- 1.3.1 for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous three Measurement Periods;
- 1.3.2 a summary of all Performance Failures that occurred during the Service Period;
- 1.3.3 the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- 1.3.4 which Performance Failures remain outstanding and progress in resolving them;
- 1.3.5 for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- 1.3.6 the status of any outstanding Rectification Plan processes, including:
 - (a) whether or not a Rectification Plan has been agreed; and
 - (b) where a Rectification Plan has been agreed, a summary of each Supplier's progress in implementing that Rectification Plan;
- 1.3.7 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.3.8 the number of Service Points awarded in respect of each KPI Failure;
- 1.3.9 the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- 1.3.10 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;

- 1.3.11 relevant particulars of any aspects of each Supplier's performance which fail to meet the requirements of this Contract;
- 1.3.12 such other details as the Authority may reasonably require from time to time;

Information in respect of previous Service Periods

- 1.3.13 a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- 1.3.14 the amount of Service Credits that have been incurred by each Supplier over the past six Service Periods;
- 1.3.15 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

Information in respect of the next Quarter

- 1.3.16 any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and each Supplier for the next Quarter.

Balanced Scorecard Report

- 1.4 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard (or such other form mutually agreed by the Parties) and, as a minimum, shall contain a high-level summary of each Supplier's performance over the relevant Service Period, including details of the following:
 - 1.4.1 financial indicators;
 - 1.4.2 the Target Performance Levels achieved;
 - 1.4.3 behavioural indicators;
 - 1.4.4 performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
 - 1.4.5 performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;
 - 1.4.6 sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and
 - 1.4.7 Social Value (as applicable).
- 1.5 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.6.
- 1.6 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 1.6.1 take place within five Working Days of the Performance Monitoring Report being issued by each Supplier;
 - 1.6.2 take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - 1.6.3 be attended by each Supplier Representative and the Authority Representative.

- 1.7 The Authority shall be entitled to raise any additional questions and/or request any further information from each Supplier regarding any KPI Failure and/or PI Failure.

2 Performance records

- 2.1 Each Supplier shall keep appropriate documents and records (including Help Desk records, supplier accreditation records, complaints, and in the case of Supplier B only staff records, timesheets, training programmes, staff training records, goods received documentation,) in relation to the Services being delivered. Supplier B shall maintain accurate records of call histories for a minimum of 12 months and Supplier A in accordance with its customer support security practices and provide prompt access to such records to the Authority upon the Authority's request (in the case of Supplier A to the extent reasonably practicable). The records and documents of each Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, each Supplier shall, (in the case of Supplier A to the extent reasonably practicable), provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of each Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 2.3 Each Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are, (in the case of Supplier A to the extent reasonably practicable) available to the Authority on-line and are capable of being printed.

3 Performance verification

The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and each Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment in a mutually agreed manner or otherwise as agreed in consultation with the relevant Supplier. It is acknowledged that the verification of the Availability of the IT Environment and/or the Services provided by Supplier A shall be subject to the provisions of the Supplier A ERP Terms (as incorporated into Schedule 34 (ERP Supplier Terms)), which shall not be construed in such a way so as to frustrate or invalidate the Authority's rights under this paragraph 3. The provisions of this Paragraph 3 operate independently of any activities carried out by either Party under Schedule 5 (Security Management).

Appendix A

Key Performance Indicators and Subsidiary Performance Indicators

Part 1: Key Performance Indicators and Subsidiary Performance Indicators Tables

The definitions and descriptions that apply to the Key Performance Indicators and Subsidiary Performance Indicators are set out below are set out in Part 2 (Definitions) of this Appendix A.

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services and not the Hypercare Period and the Key Performance Indicators relating to Social Value are set out below:

1 Key Performance Indicators for Operational Services–

KPI Ref.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	[COLUMN REDACTED]	Supplier Responsible
01A	Supplier A Service Availability – of the Operational Services provided by Supplier A as further described in Schedule 8 (Supplier Solution) and Schedule 34 (ERP Supplier Terms).	See Paragraphs 1 (Available) and 2 (Service Availability) of Part 2 (Definitions) of this Appendix A. For clarity, the Key Performance Indicators and Severity Levels referred to in this KPI 01A do not apply to the following Oracle Cloud Infrastructure SKUs ordered in the Contract: B88327, B93455, B93456, B90617, B90618, B92302, B92304 (the Exceptional OCI SKUs). Service availability and uptime for the Exceptional OCI SKUs are as described in Supplier A's "Oracle Cloud Service Pillar Documentation" available at www.oracle.com/contracts .	Monthly	Target Performance Level: 99.9%		Supplier A
				Minor KPI Failure: 99.5% - 99.9%		
				Serious KPI Failure: 99.0% - 99.4%		
				Severe KPI Failure: 95% - 98.9%		
				KPI Service Threshold: below 95%		
01B	Supplier B Service Availability – of the Operational Services provided by Supplier B as further described in Appendix 1 of Schedule 8 (Supplier Solution).	See Paragraph 2 of Part 2 of this Appendix A	Monthly	Target Performance Level: 99.9%		Supplier B
				Minor KPI Failure: 99.0% - 99.9%		
				Serious KPI Failure: 98.0% - 98.9%		
				Severe KPI Failure: 95.0% - 98.9%		

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KPI Ref.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	[COLUMN REDACTED]	Supplier Responsible
				KPI Service Threshold: below 95%		
02	Supplier B Service Availability – of the Non-Production environments provided by Supplier B during Operational Hours as detailed in Appendix 1 of Schedule 8 (Supplier Solution).	See Paragraph 2 of Part 2 of this Appendix A	Monthly	Target Performance Level: 99%		Supplier B
03A	Supplier A System Response Times	See Paragraph 3 of Part 2 of this Appendix A	Monthly	Target Performance Level: 4 seconds		Supplier A
				KPI Failure: >4 seconds		
03B	Supplier B System Response Times	See paragraph 3 of Part 2 of this Appendix A	Monthly	Target Performance Level: 5 seconds		Supplier B
				Minor KPI Failure: >5 seconds		
				Serious KPI Failure: >10 seconds		
				Severe KPI Failure: >15 seconds		
				KPI Service Threshold: >20 seconds		
04A	Supplier B Incident Response Times to	See Paragraph 4 of Part 2 of this Appendix A	Monthly	Target Performance Level: 1 Hour		Supplier B

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KPI Ref.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	[COLUMN REDACTED]	Supplier Responsible
	Severity 1 Incidents			Minor KPI Failure: >1 Hour		
				Serious KPI Failure: >1.5 Hours		
				Severe KPI Failure: >2 Hours		
				KPI Service Threshold: 3 Hours		
04B	Supplier B Incident Response Times to Severity 2 Incidents	See Paragraph 4 of Part 2 of this Appendix A	Monthly	Target Performance Level: 2 Hour		Supplier B
				Minor KPI Failure: >2 Hour		
				Serious KPI Failure: >2.5 Hours		
				Severe KPI Failure: >3 Hours		
				KPI Service Threshold: >4 Hours		
5A1	Supplier A Fix Times Severity 1 Incidents	See Schedule 34	Monthly	In line with Schedule 34		Supplier A
5A2	Supplier A Fix Times Severity 2 Incidents	See Schedule 34	Monthly	In line with Schedule 34		Supplier A
5B1	Supplier B Fix Times Severity 1 Incidents	See Paragraph 5 of Part 2 of this Appendix A	Monthly	Target Performance Level: 4 Hours		Supplier B

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KPI Ref.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	[COLUMN REDACTED]	Supplier Responsible
				Minor KPI Failure: >4 Hours		
				Serious KPI Failure: >6 Hours		
				Severe KPI Failure: >8 Hours		
				KPI Service Threshold: 9 Hours		
5B2	Supplier B Fix Times Severity 2 Incidents	See Paragraph 5 of Part 2 of this Appendix A	Monthly	Target Performance Level: 8 Hours		Supplier B
				Minor KPI Failure: >8 hours		
				Serious KPI Failure: >12 Hours		
				Severe KPI Failure: >16 Hours		
				KPI Service Threshold: 17 Hours		
06A	Supplier A Vulnerability Patching Performance – where all patches with a severity designation of “High” or “Critical” as defined by National Institute of Standards and Technology NIST are applied within 14 days from the time the Supplier became aware of the necessity of their being	Defined by reference to the website: https://nvd.nist.gov/vuln-metrics/cvss	Monthly	Target Performance Level: Within 14 days of the deadline set by NIST (and in the below T = NIST deadline + 14 days)		Supplier A
				Minor KPI Failure: T+2 days		
				Serious KPI Failure: T+3 days		
				Severe KPI Failure: T+4 days		

KPI Ref.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	[COLUMN REDACTED]	Supplier Responsible
	developed to deployment			KPI Service Threshold: T+5 days		
06B	Supplier B Vulnerability Patching Performance – where all patches with a severity designation of “High” or “Critical” as defined by National Institute of Standards and Technology NIST are applied within 14 days from the time the Supplier became aware of the necessity of their being developed to deployment	Defined by reference to the website: https://nvd.nist.gov/vuln-metrics/cvss	Monthly	Target Performance Level: Within 14 days of the deadline set by NIST (and in the below T = NIST deadline + 14 days)		Supplier B
				Minor KPI Failure: T+2 days		
				Serious KPI Failure: T+3 days		
				Severe KPI Failure: T+4 days		
				KPI Service Threshold: T+5 days		
07	Supplier B Environment Synch - Specify minimal lag between config, code release, patching levels across environments	See Paragraph 8 of Part 2 of this Appendix A		Target Performance Level: 2 Weeks		Supplier B
				Minor KPI Failure: 4 Weeks		
				Serious KPI Failure: 6 weeks		
				Severe KPI Failure: 8 weeks		
				KPI Service Threshold: 8 weeks		

- 1.1 It is acknowledged and agreed by the Parties that in respect of liability of either Supplier under the KPIs where there is an interdependency between the Suppliers, a root cause analysis (RCA) shall be carried out to determine who is at fault, subject to the decision making powers of the Service Management Board.

2 Subsidiary Performance Indicators

SPI Ref	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Supplier Responsible
01A	Supplier A Satisfaction Surveys	See Paragraph 6 of Part 2 of this Appendix A	6 Months	Target Performance Level: 90%	Supplier A
				Minor KPI Failure: 80%-89.9%	
				Serious KPI Failure: 70%-79.9%	
				Severe KPI Failure: 60%-69.9%	
				KPI Service Threshold: below 59.9%	
01B	Supplier B Satisfaction Surveys	See Paragraph 6 of Part 2 of this Appendix A	6 Months	Target Performance Level: 90%	Supplier B
				Minor KPI Failure: 80%-89.9%	
				Serious KPI Failure: 70%-79.9%	
				Severe KPI Failure: 60%-69.9%	
				KPI Service Threshold: below 59.9%	
02	Virtual Library completeness	See Paragraph 7 of Part 2 of this Appendix A	6 Months	Target Performance Level: 100%	Supplier B
				Minor KPI Failure: 90%-99.9%	
				Serious KPI Failure: 80%-89.9%	
				Severe KPI Failure: 70%-79.9%	
				KPI Service Threshold: below 70%	

Part 2: Definitions

These definitions and descriptions apply to the Key Performance Indicators and Subsidiary Performance Indicators set out above in the Tables in Part 1 of this Appendix A.

1 Available

- 1.1 For Supplier B, the IT Environment and/or the Services shall be Available in respect of Production when:
 - 1.1.1 End Users are able to access and utilise all the functions of Supplier B's System and/or the Services;
 - 1.1.2 Supplier B's System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured on a 24 x 7 basis); and
 - 1.1.3 all Performance Indicators relating to Service Availability are above the KPI Service Threshold.
- 1.2 For Supplier A, the Operational Services provided by Supplier A in respect of Production shall be Available when:
 - 1.2.1 End Users are able to login and access the Online Transactional Processing System or transaction portion of the Oracle SaaS Cloud Services so as to utilise the functions of Supplier A's Operational Services.
- 1.3 Service Availability for Non-Production environments shall be governed by the Implementation Plan.
- 1.4 Any Supplier B Non-Availability or KPI Failure which arises from Supplier A's Non-Availability or KPI Failure shall not be counted for the purposes of Supplier B's Service Points, Service Credits or Availability calculations.

2 Service Availability

- 2.1 Service Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:
[FORMULA REDACTED]
- 2.2 When calculating Service Availability in accordance with this Paragraph 2:
 - 2.2.1 Service Downtime arising due to Permitted Maintenance that is carried out by each Supplier in accordance with Clause 9.4 (Maintenance) shall be subtracted from the total number of hours in the relevant Service Period; then
 - 2.2.2 Service Points (as applicable for Supplier B) or Service Credits (as applicable for Supplier A) shall accrue:
 - (a) if any Service Downtime occurs as a direct result of Emergency Maintenance undertaken by the applicable Supplier, except where:
 - (i) the Supplier reasonably considers such Emergency Maintenance to be necessary in order for it to make efforts to avoid or mitigate a Breach of Security not arising from the Supplier's negligence;
 - (ii) such Emergency Maintenance was previously Permitted Maintenance, deferred at the request of the Authority; or

- (iii) such Emergency Maintenance is requested by the Authority to meet its specific requirements from time to time; or
- (b) where maintenance undertaken by either Supplier exceeds the Permitted Maintenance hours in any Service Period, except where the excess maintenance is mandated by the Authority, acting reasonably in line with the Authority's Security Requirements under Schedule 5 (Security Management).

3 Response Times

- 3.1 The **System Response Time** is the round trip time taken to process a message or request of the IT Environment and/or the Services, and shall be measured from the moment the last packet of data which relates to a particular message is received at the external interface of the IT Environment until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing). Response speeds for user actions are taken at a measurement point on the network ingress/egress access point of the solution hosted environment. It is understood response times for data packets traversing public internet are excluded from measurement. Each Supplier System Response Time shall be the average System Response Time measured over the course of a Service Period.

4 Incident response times

- 4.1 Measurement of Incident response times will be based on the time taken for a Support operative to respond to an Incident. Incidents receiving an automated response or placed into a queuing system shall be deemed not to have been answered.
- 4.2 Each Supplier shall monitor the Incident response times and shall provide the results of such monitoring to the Authority in accordance with the provisions of Part 2 of this Schedule 3.

5 Fix Times

- 5.1 The **Fix Time** of a Service Incident is the period from the time that the Service Incident has been reported to each Supplier to the point of its Resolution and **Resolution** means in relation to a Service Incident either:
- 5.1.1 the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Service Levels; or
 - 5.1.2 the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority (acting reasonably at all times).
- 5.2 Fix Times for Severity 3 Service Incidents, Severity 4 Service Incidents and Severity 5 Service Incidents shall be measured in Operational Hours.

Worked example: if the Operational Hours for a fault are 0800-1800, then the clock stops measuring Fix Time at 1800 in the evening and restarts at 0800 the following day).

- 5.3 Fix times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured 24x7.
- 5.4 Each Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.

6 Satisfaction Surveys

- 6.1 In order to assess the level of performance of each Supplier, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End Users (each such survey a **Satisfaction Survey**), the results of which may be reflected in the Balanced Scorecard Report. The subject matter of Satisfaction Surveys may include:
- 6.1.1 the assessment of each Supplier's performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or
 - 6.1.2 other suggestions for improvements to the Services.
- 6.2 The Authority shall reflect in the Balanced Scorecard Report any aspects of each Supplier's performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

7 Virtual Library completeness

The Virtual Library shall be complete where all of the information required under Schedule 24 (Reports and Records Provisions) (Appendix C: Records to upload to Virtual Library) has been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.

8 Release Management

In order to provide consistent development and testing environments across the programme workstreams each Supplier shall adopt a release management process to schedule and coordinate the propagation of configuration and software changes across all relevant services.